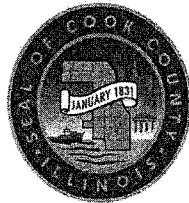


**PROFESSIONAL SERVICES AGREEMENT  
RISK MANAGEMENT INFORMATION SYSTEM**

**BETWEEN**



**COOK COUNTY GOVERNMENT  
THE DEPARTMENT OF RISK MANAGEMENT**

**AND**

**ORIGAMI RISK LLC**

**CONTRACT NO. 1425-13183**

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**JUL 29 2015**

# PROFESSIONAL SERVICES AGREEMENT

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Exhibit 3	Statement of Work
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Exhibit 5	Business Associate Agreement
Exhibit 6	Minority and Women Owned Business Enterprise Commitment and Utilization Plan

Exhibit 7 Evidence of Insurance  
Exhibit 8 Board Authorization or Board Agenda  
Exhibit 9 Economic Disclosure Statement

## AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Origami Risk, LLC, doing business as a(an) Corporation of the State of Illinois hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Board of Commissioners on July 29, 2015, as evidenced by Board Authorization letter or Board Agenda attached hereto as EXHIBIT "8".

## BACKGROUND

*The County of Cook issued a Request for Proposals "RFP" for Risk Management Information System. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.*

*Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.*

**NOW, THEREFORE**, the County and Consultant agree as follows:

## TERMS AND CONDITIONS

### **ARTICLE 1) INCORPORATION OF BACKGROUND**

The Background information set forth above is incorporated by reference as if fully set forth here.

### **ARTICLE 2) DEFINITIONS**

#### **a) Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Chief Procurement Officer**" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement, Exhibit 2 SAAS Terms and Conditions and Exhibit 3 Statement of Work, and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**SAAS Terms and Conditions**" means the Software Subscription Terms and Conditions attached to this Agreement as Exhibit 2.

"**Subcontractor**" or "**Subconsultant**" means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

**b) Interpretation**

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

- |           |  |
|-----------|--|
| Exhibit 1 | Information Technology Special Conditions                                    |
| Exhibit 2 | SAAS Terms and Conditions  |
| Exhibit 3 | Statement of Work  |
| Exhibit 4 | Schedule of Compensation   |
| Exhibit 5 | Business Associate Agreement   |
| Exhibit 6 | Minority and Women Owned Business Enterprise Commitment and Utilization Plan |
| Exhibit 7 | Evidence of Insurance  |
| Exhibit 8 | Board Authorization or Board Agenda  |
| Exhibit 9 | Economic Disclosure Statement  |

**d) Order of Precedence**

Unless otherwise stated, this Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Articles 1-12 of this Agreement
2. Exhibit 2, SAAS Terms and Conditions
3. Exhibit 1, Information Technology Special Conditions
4. Exhibit 5, Business Associate Agreement
5. Exhibit 3, Statement of Work
6. Exhibit 4, Schedule of Compensation
7. Exhibit 6, Minority and Women Owned Business Enterprise Commitment and Utilization Plan
8. Exhibit 7, Evidence of Insurance
9. Exhibit 8, Board Authorization or Board Agenda
10. Exhibit 9, Economic Disclosure Statement

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**a) Scope of Services**

Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include are those described in Exhibit 2, SAAS Terms and Conditions and Exhibit 3, Statement of Work , which are attached to this Agreement and incorporated by reference as if fully set forth herein. .

b) **Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include reports and analyses, produced by Consultant for the County, as specifically set forth in the Statement of Work.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) **Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, County will be entitled to exercise the remedies set forth in Article 9 of this Agreement.

d) **Personnel**



i) **Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

During the implementation stage of the Services (as set forth in the Statement of Work, Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). During such implementation stage, the Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267

through 272) except to the extent waived by the Compliance Director, which are set forth in Exhibit 6. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, upon acceptance by the Compliance Director. The Office of Contract Compliance has granted a waiver for this Agreement. A copy of the waiver letter is included in Exhibit 6.

**f) Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

**i) Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 7) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(2) The insurance must provide for 30 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements, after prior written notice to Consultant. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

**g) Indemnification**

**i) General Indemnification**

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any tangible personal property damages or bodily injury claims by third parties arising out of or incident to the intentional, negligent or willful acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

**ii) Intellectual Property Indemnification**

**Indemnification.** Consultant agrees to indemnify, defend, settle, or pay any third party claim or action against a Client Party (as defined in the SaaS Terms and Conditions) for infringement of any U.S. patent or copyright arising from County's use in accordance with this Agreement of the Service. If the Service or any part of the Service is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Consultant shall, at its own expense and as County's sole remedy therefor, either: (i) procure for County the right to

continue to use the Service; or (ii) modify the Service to make it non-infringing, provided that such modification does not materially adversely affect County's authorized use of the Service; or (iii) replace the Service with a functionally equivalent non-infringing program at no additional charge to County; or (iv) if none of the foregoing alternatives is reasonably available to Consultant, terminate this Agreement and refund to County any prepaid but unearned Fees paid to Consultant in advance by County prior to the effective date of the termination.

**Exclusions.** Consultant's indemnification obligations shall not apply to the proportionate extent where the claim is based : (i) modifications to the Service or any component thereof made by anyone other than Consultant; (ii) use of any Service in combination with a product not supplied by Consultant; (iii) use of any Service other than in accordance with this Agreement or the Documentation.

**Conduct.** Consultant shall have the sole right to conduct the defense, provided that it obtains consent of the Cook County State's Attorney in accordance with 55 ILCS 5/3-9005 (2015) of any such infringement claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim. County agrees to cooperate and ensure that each County Party cooperates with Consultant in doing so. County agrees to give Consultant prompt written notice, in no case longer than within seven days of receipt or discovery, of any threat, warning, or notice of any such claim or action, with copies of any and all documents each Client Party may receive relating thereto.

**h) Confidentiality and Ownership of Documents**

(a) Each party acknowledges and agrees that pursuant to the Agreement, it may be furnished with or otherwise have access to Confidential Information of the other party. The party that has received Confidential Information (the "Receiving Party"), in fulfilling its obligations under this Section, shall exercise the same degree of care and protection with respect to the Confidential Information of the party that has disclosed Confidential Information to the Receiving Party (the "Disclosing Party") that it exercises with respect to its own Confidential Information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose Confidential Information as necessary to fulfill its obligations under the Agreement , including any Statement of Work, or in exercise of its rights expressly granted hereunder. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third party to have access to any of Disclosing Party's Confidential Information; provided that: (i) Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates who have a need to know; (ii) Consultant shall have a right to disclose County's Confidential Information to County's Affiliates and Service Providers (as defined in the SaaS Terms and Conditions), and Consultant's employees and other agents; and (iii) all use of the Disclosing Party's Confidential Information shall be subject to all the restrictions set forth in this Exhibit. Origami's Confidential Information includes the SOC 2 Audit Report and the components, breakdown and itemized detail regarding the pricing and Fees under this Agreement, which

are trade secrets of Contractor; provided that, County may disclose the overall aggregate price of this Agreement (without any additional detail) to the extent required by applicable law. Notwithstanding the foregoing, if a person requests Consultant's Confidential Information under the Freedom of Information Act, and the requester challenges or objects to the County's redaction or withholding of Consultant's Confidential Information, the County shall notify Consultant (i) if the requester has filed a request for review by the Public Access Counselor and/or (ii) if a requester files a lawsuit against the County.

(b) Exclusions. The following information shall not be considered Confidential Information subject to this Section: (i) information that is publicly available or later becomes available other than through a breach of this Exhibit; (ii) information that is known to the Receiving Party or its employees, agents or representatives prior to such disclosure or is independently developed by the Receiving Party or its employees, agents or representatives subsequent to such disclosure; (iii) information that is subsequently lawfully obtained by the Receiving Party or its employees, agents or representatives from a third party without obligations of confidentiality; or (iv) information that Disclosing Party is required to provide by law.

(c) Survival. The obligations set forth in this Section shall expire two years after termination of the Agreement; provided that the confidentiality obligations for Confidential Information constituting trade secrets shall survive the termination of the Agreement.

(d) All documents, data, studies, or reports, in respect of Client Data (as defined in the SaaS Terms and Conditions) generated by or for the County's authorized use of the Service (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any Client Data obtained from the County of Cook or any Documents created hereby other than in accordance with the Agreement and its Exhibits, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the term of this Agreement, Consultant shall, within 30 days of County's written request, deliver to County electronic files containing the then most recent version of Client Data maintained by Consultant (in the same format maintained by Consultant) ("**Client Data Files**"), but in each case on the condition that (i) County is not then in breach of this Agreement and (ii) County has not made a previous request to Consultant for Client Data Files within the preceding 12 months.

**i) Patents, Copyrights and Licenses**

If applicable, Consultant shall furnish the Chief Procurement Officer with all rights required for the County to utilize the Services.

**j) Examination of Records and Audits**

Subject to the Consultant's confidentiality, privacy and security policies and procedures, no more than once per calendar year, upon not less than 30 days prior written notice, with the County's resources and during Consultant's normal business hours, the Consultant agrees

that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant directly related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

**k) Subcontracting or Assignment of Contract or Contract Funds**

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor,

attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

Notwithstanding anything in this Agreement to the contrary, the provisions of this Agreement with respect to subcontracts and subcontractors shall not apply to Contractor's (i) vendors, data centers, storage or processing facilities provided by any vendor or other third party to the Contractor, or (ii) any other vendor or third party that provides goods or services to the Contractor in connection with the Service in the ordinary course of business, including, without limitation, Amazon Web Services.

**l) Professional Social Services  
(Intentionally Omitted)**

**ARTICLE 4) TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on August 1, 2015 ("**Effective Date**") and continue until July 31, 2018 or until this Agreement is terminated in accordance with its terms, whichever occurs first (the "**Initial Term**").

**b) Timeliness of Performance**

i) Consultant must provide the Services within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 3, Statement of Work. Further, Consultant acknowledges that **TIME IS OF THE ESSENCE** with respect to the time frames expressly set forth in the Statement of Work and that the failure of Consultant to comply with



the time limits expressly described in the Statement of Work may result in economic or other losses to the County.

- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

**c) Agreement Extension Option**

The parties may, upon mutual agreement, at any time before the expiration of the Initial Term elect to renew this Agreement for up to two (2) additional three-year periods under such terms and conditions as the parties mutually agree.

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 4 for the successful completion of services. The total not to exceed fee for this contract is \$338,700.00

**b) Method of Payment**

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All amounts to be paid the Contractor under the Agreement shall be due and payable net 45 days from the date of invoice. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County. The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth

in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

**f) Price Reduction  
(Intentionally Omitted)**

**g) Consultant Credits**

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

**ARTICLE 6) DISPUTES**

Except as provided otherwise in the SAAS Terms and Conditions, any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be the final and binding and there are no additional levels of administrative review. Except as otherwise stated in Exhibit 2, SAAS, Terms and Conditions, dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their respective rights and remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute or if the parties are unable to resolve their dispute within such time period. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

If the County disputes that the Services or Deliverables does not conform to the Agreement, the County will provide the Consultant with written notice within thirty (30) days of the receipt of the applicable invoice. The written notice shall contain sufficient detail of the issues that the County contends are in dispute. Consultant shall provide a written response to the County that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the County's notice. The County and Consultant will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each party to resolve any issues presented in the notice. The County agrees that it will only withhold payment of the amount(s) actually in dispute until the action items outlined in the action plan are completed. If Consultant is unable to complete the action items outlined in the action plan because of the County's failure to complete the items agreed to be performed by the County, within the time frame set forth in the action plan, the County will remit full payment of the invoice. Consultant reserves the right to suspend delivery of Services, including maintenance and support services, if the County fails to pay an invoice which is not in dispute.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and

responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

## **ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS**

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies that apply to the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

## **ARTICLE 8) SPECIAL CONDITIONS**

### **a) Warranties and Representations**

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this

Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;

- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

- i) In addition to the foregoing warranties and representations, Consultant warrants:
  - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
  - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

**d) Business Documents**

At the request of the Cook County, in order to determine the Consultant's authority to execute this Agreement and the Consultant's good standing. Consultant must provide

copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.
- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.

- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

**f) Non-Liability of Public Officials**

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement, including the following:
  - (a) Failure of the software-as-a-service portion of the Services to perform in all material respects in accordance with the Documentation when used in accordance with the terms of the SaaS Terms and Conditions on the hardware and with the third-party software specified by Consultant from time to time.;
  - (b) Failure to perform the Services (other than the software-as-a-service portion thereof) in a professional and commercially reasonable manner consistent with the standard of care exercised by Consultant in performing similar services for other clients.
  - (c) Inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (d) Failure to comply with any other material term of this Agreement,

including the provisions concerning insurance and nondiscrimination.

- (f) Failure to comply with the terms of the Business Associate Agreement.
- iii) Any change in ownership of more than 5 percent or change of control of Consultant without sending prior written notice to the Chief Procurement Officer; provided that, if such change results in the Consultant, under applicable law, becoming disqualified or ineligible from doing business with the County, then the County may terminate this Agreement if (i) County send notice of intent to terminate within 15 days to Consultant and (ii) Consultant proceeds with such change in ownership or control after receiving such notice from the County..
- iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- v) Failure to comply with Article 7 in the performance of the Agreement.
- vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

**b) Remedies**

The occurrence of any event of default permits the County, at the County's sole option , to declare Consultant in default. The Consultant shall have the opportunity to cure any default 30 days after receiving notice thereof from the County, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if Consultant has not cured the default within the time period set forth in the Cure Notice, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice only if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke the following remedies .



- i) With respect to an event of default described in Section 9(a)(ii)(a), except as stated otherwise in the SLA set forth in the Statement of Work , the County's sole and exclusive remedies, and Consultant's sole liability, shall be as follows: (i) first, Consultant shall deliver to County a replacement Service, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity, at Consultant's sole expense; and (ii) second, if Consultant is unable or deems it commercially unreasonable to replace the nonconforming Service within thirty (30) days of the date that Consultant received notice of such nonconformity from County, then County may terminate this Agreement and Consultant shall refund amounts pre-paid by County for such portion of SaaS Services which were non-conforming.
- ii) With respect to an event of default described in Section 9(a)(ii)(b), County's sole remedy for breach of this warranty shall be as follows; (i) first, Consultant shall re-performance of the nonconforming Services in a professional and commercially reasonable manner consistent with the standard of care exercised by Consultant in performing similar services for other clients, and (ii) if such nonconforming Services cannot be re-performed in accordance with the foregoing warranty within 30 days, then Consultant shall refund amounts pre-paid by County for such portion of the Services that was nonconforming and could not be successfully re-performed in accordance with the foregoing, provided that Consultant must have received written notice of the nonconformity from County no later than 30 days after the original performance of the applicable Service by Consultant.

Notwithstanding the limited remedies set forth in paragraphs (i) and (ii) above, nothing in this Section will prohibit County from (A) seeking recovery of direct damages under applicable insurance policies for Consultant's negligent or willful acts or omissions or, (B) when and to the extent applicable, exercising its rights to indemnification under paragraph (g) of Article 3 of this Agreement.

- iii) With respect to any other event of default, the County may invoke the following remedies, if such event of default is not cured by Consultant within 30 days after receiving written notice of such default from County:

With respect to any other event of default under this Agreement, the County may exercise the following remedies:

(A) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

- ii)

- iii) (B) The right to money damages, subject to the limitations of liability under the Agreement (including the SaaS Terms and Conditions);
- iv) The right to withhold all or any part of Consultant's compensation under this Agreement;

The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, effective at the end of any Contract Year by delivering 90 days prior notice in writing from the County to Consultant. The term "Contract Year" means (i) the 12-month period beginning on the Effective Date and ending 12 months thereafter and (ii) each successive 12-month period thereafter during the Initial Term of this Agreement.

The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County on or prior to the effective date of termination.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5. No amount of compensation, however, is permitted for anticipated profits on unperformed Services for periods after the effective date of termination. The County and Consultant must attempt to agree on the amount of any other compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement.

The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

**d) Suspension**

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed; except that County shall continue paying all Fees for licenses and hosting. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County has any credits due or has made any overpayments under this Agreement.

**f) Delays**

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract; provided that, Consultant shall be entitled to terminate the Agreement upon 30 days prior written notice to County

**g) Prepaid Fees**

In the event this Contract is terminated by the County for cause, and the County has prepaid for any Services, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Services not actually provided as of the effective date of the termination. The refund shall be made within 45 days of the effective date of termination.

**(h) Disclaimers**

(i) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, CONSULTANT MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, CUSTOM SOFTWARE, WORK PRODUCT, THE SERVICES OR ANY OTHER SERVICES PROVIDED HEREUNDER OR THE USE THEREOF BY COUNTY AND ITS USERS, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND CONSULTANT HEREBY DISCLAIMS THE SAME. EXCEPT AS OTHERWISE SET FORTH IN THIS EXHIBIT, CONSULTANT AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT: (a) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; OR (b) THE SERVICE WILL MEET COUNTY'S REQUIREMENTS OR EXPECTATIONS, EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE SOW ; OR (c) ALL ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED.

(ii) COUNTY ACKNOWLEDGES AND AGREES THAT THE SERVICE IS A TOOL TO BE USED BY COUNTY IN THE COURSE OF EXERCISING ITS PROFESSIONAL JUDGMENT. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CONSULTANT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OUTSIDE OF ITS REASONABLE CONTROL. NO CONSULTANT AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS EXHIBIT.

(iii) Consultant shall not be responsible for: (A) any non-conformities of the Service with Documentation, omissions, delays, inaccuracies or any other failure caused by a Client Party's computer systems, hardware or software (other than the Service), including by interfaces with such third party software, or any inaccuracies that such systems may cause within the Service; or (B) any data that Consultant receives from a Client Party or third party sources and including the data's accuracy or completeness, or County's claim handling or other decisions. Consultant disclaims any liability for interception of any such

data or communications, including of encrypted data. County agrees that Consultant shall have no responsibility or liability for any damages arising in connection with access to or use of the Service by any Client Party, other than as authorized by the Agreement.

(i) **LIMITATION OF LIABILITY.**

(a) **Disclaimer of Damages.** EXCEPT FOR DATA BRACHES, AND BREACHES OF CONFIDENTIAL INFORMATION WHICH ARE SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH BELOW IN (b) IN NO EVENT WILL CONSULTANT BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THE AGREEMENT, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL OR REVENUE, COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE SERVICE, LOSS OF USE OF THE SERVICE OR ANY OTHER SOFTWARE OR OTHER PROPERTY, LOSS OF DATA, THE COSTS OF RECOVERING OR RECONSTRUCTING SUCH DATA OR THE COST OF SUBSTITUTE SOFTWARE, SERVICES OR DATA, OR FOR CLAIMS BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) **Limitation of Liability.** EXCEPT AS STATED IN THE FOLLOWING SENTENCE, UNDER NO CIRCUMSTANCES SHALL CONSULTANT'S AGGREGATE MAXIMUM LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT EXCEED \$500,000. CONSULTANT'S AGGREGATE MAXIMUM LIABILITY FOR ANY DATA BREACHES OR BREACHES OF CLIENT'S CONFIDENTIAL INFORMATION UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED \$1,000,000.

**ARTICLE 10) GENERAL CONDITIONS**

a) **Entire Agreement**

i) **General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) **No Collateral Agreements**

Each party acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral

or in writing, of any kind whatsoever, by such party, its officials, agents or employees, has induced the other party to enter into this Agreement or has been relied upon by the other party, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

County acknowledges that County was given an opportunity to review all documents forming this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. County did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, County relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

**c) Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

**d) Governing Law and Jurisdiction**

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

**e) Severability**

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or

unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**f) Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**g) Cooperation**

Upon termination of this Agreement, the parties may agree in writing for the provision by Consultant of certain transition services at Consultant's then-prevailing hourly rates. The term and scope of such transition services shall be as set forth in a written agreement between Consultant and County.

**h) Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement a party by a proper authority waives the other party's performance in any respect or waives a requirement or condition to either party's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times such party may have waived the performance, requirement or condition. Such waivers must be provided to the other party in writing.

**i) Independent Consultant**

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County: The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.



- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- ii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

**k) Comparable Government Procurement**

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

**l) Force Majeure**

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence.

**ARTICLE 11) NOTICES**

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County  
Department of Risk Management  
118 North Clark Street  
Room 1072  
Chicago, Illinois 60602  
Attention: Department Director

and

Cook County Chief Procurement Officer  
118 North Clark Street. Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Consultant: Origami Risk, LLC  
444 N. Orleans, Suite 100  
Chicago, IL 60654  
Attention: Robert G. Petrie

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

## **ARTICLE 12) AUTHORITY**

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Information Technology Special Conditions

**Cook County Information Technology Special Conditions (ITSCs)**

**1. DEFINITIONS FOR SPECIAL CONDITIONS**

1.1. **"Assets"** means Equipment, Software, Intellectual Property, IP Materials and other assets used in providing the Services. Assets are considered in use as of the date of deployment.

1.2. **"Business Associate Agreement" or "BAA"** means an agreement that meets the requirements of 45 C.F.R. 164.504(e).

1.3. **"Business Continuity Plan"** means the planned process, and related activities, required to maintain continuity of business operations between the period of time following declaration of a Disaster until such time an IT environment is returned to an acceptable condition of normal business operation.

1.4. **"Cardholder Data"** means data that meets the definition of "Cardholder Data" in the most recent versions of the Payment Card Industry's Data Security Standard.

1.5. **"Change"** means, in an operational context, an addition, modification or deletion to any Equipment, Software, IT environment, IT systems, network, device, infrastructure, circuit, documentation or other items related to Services. Changes may arise reactively in response to Incidents/Problems or externally imposed requirements (e.g., legislative changes), or proactively from attempts to (a) seek greater efficiency or effectiveness in the provision or delivery of Services; (b) reflect business initiatives; or (c) implement programs, projects or Service improvement initiatives.

1.6. **"Change Management"** means, in an operational context, the Using Agency approved processes and procedures necessary to manage Changes with the goal of enabling Using Agency-approved Changes with minimum disruption.

1.7. **"Change Order"** means a document that authorizes a Change to the Services or Deliverables under the Agreement, whether in time frames, costs, or scope.

1.8. **"Change Request"** means one Party's request to the other Party for a Change Order.

1.9. **"Contractor"** has the same meaning as either: (a) both "Contractor" and "Consultant" as such terms are defined, and may be interchangeably used in the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) "Contractor" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.10. **"Contractor Confidential Information"** means all non-public proprietary information of Contractor that is marked confidential, restricted, proprietary, or with a similar designation; provided that Contractor Confidential Information excludes: (a) Using Agency Confidential Information, (b) Using Agency Data; (c) information that may be subject to disclosure under Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances; and (d) the terms of this Agreement, regardless of whether marked with a confidential designation or not.

1.11. **"Contractor Facilities"** means locations owned, leased or otherwise utilized by

Contractor and its Subcontractors from which it or they may provide Services.

1.12. **"Contractor Intellectual Property"** means all Intellectual Property owned or licensed by Contractor.

1.13. **"Contractor IP Materials"** means all IP Materials owned or licensed by Contractor.

1.14. **"Contractor Personnel"** means any individuals that are employees, representatives, Subcontractors or agents of Contractor, or of a direct or indirect Subcontractor of Contractor.

1.15. **"Contractor-Provided Equipment"** means Equipment provided by or on behalf of Contractor."

1.16. **"Contractor-Provided Software"** means Software provided by or on behalf of Contractor.

1.17. **"Criminal Justice Information"** means data that meets the definition of "Criminal Justice Information" in the most recent version of FBI's CJIS Security Policy and also data that meets the definition of "Criminal History Record Information" at 28 C.F.R. 20.

1.18. **"Critical Milestone"** means those milestones critical to the completion of the Services as identified in this Agreement, in any work plan, project plan, statement of work, or other document approved in advance by the Using Agency.

1.19. **"Data Protection Laws"** means laws, regulations, regulatory requirements, industry self-regulatory standards, and codes of practice in connection with the processing of Personal Information, including those provisions of the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §§ 1320(d) et seq.) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.) and the Payment Card Industry standards.

1.20. **"Data Security Breach"** means (a) the loss or misuse (by any means) of any Using Agency Data or other Using Agency Confidential Information; (b) the unauthorized or unlawful access, use, or disclosure of any Using Agency Data or other Using Agency Confidential Information; or (c) any other act or omission that compromises the security, confidentiality, integrity or availability of any Using Agency Data or other Using Agency Confidential Information.

1.21. **"Deliverable"** has the same meaning as either: (a) "Deliverable" as defined in the County's Professional Services Agreement, if such document forms the basis of this Agreement; or (b) "Deliverable" as defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement. In either case, Deliverables includes without limitation Contractor-Provided Equipment, Contractor-Provided Software, Developed Intellectual Property.

1.22. **"Developed Intellectual Property"** means Intellectual Property as well as any IP Materials conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services, including, but not limited to: (a) modifications to, or enhancements (derivative works) of, the Using Agency Intellectual Property or the Using Agency IP Materials; (b) Developed Software; (c) documentation, training materials, or other IP Materials that do not modify or enhance then existing Using Agency IP Materials; and (d) modifications to or enhancements (derivative works) of, Third Party Intellectual Property or related IP Materials to the extent not owned by the

licensor of the Third Party Intellectual Property under the terms of the applicable license.

1.23. **"Developed Software"** any Software conceived, developed, authored or reduced to practice in the course of or in connection with the provision of the Services (including any modifications, enhancements, patches, upgrades or similar developments).

1.24. **"Disaster"** means a sudden, unplanned, calamitous event causing substantial damage or loss as defined or determined by a risk assessment and business impact analysis, and which creates an inability or substantial impairment on the organization's part to provide critical business functions for a material period of time. This also includes any period when the Using Agency management decides to divert resources from normal production responses and exercises its Disaster Recovery Plan.

1.25. **"Disaster Recovery Plan"** means the planned process, and related activities, required to return an IT environment to an acceptable condition of normal business operation following declaration of a Disaster.

1.26. **"Equipment"** means the computer, telecommunications, network, storage, and related hardware and peripherals owned or leased by the Using Agency or its Third Party Contractors, or by Contractor or its Subcontractors, and used or supported by Contractor or its Subcontractors, or by the Using Agency or its agents, in connection with the Services.

1.27. **"Exit Assistance Plan"** means a detailed plan for the delivery of the Exit Assistance Services.

1.28. **"Exit Assistance Period"** has the meaning given in Section 9.2.

1.29. **"Exit Assistance Services"** means such exit assistance services as are reasonably necessary from Contractor and/or its Subcontractors to enable a complete transition of the affected Services to the Using Agency or the Using Agency's designee(s), including, but not limited to, all of the services, tasks and functions described in Section 9.

1.30. **"Illicit Code"** means any hidden files, automatically replicating, transmitting or activating computer program, virus (or other harmful or malicious computer program) or any Equipment-limiting, Software-limiting or Services-limiting function (including, but not limited to, any key, node lock, time-out or similar function), whether implemented by electronic or other means.

1.31. **"Incident"** means any event that is not part of the standard operation of a service in the Using Agency IT environment (including an event in respect of the Services or any Equipment or Software) and that causes, or may cause, an interruption to, or a reduction in the quality of, that service. The Using Agency will determine the severity level of each reported Incident.

1.32. **"Intellectual Property"** means any inventions, discoveries, designs, processes, software, documentation, reports, and works of authorship, drawings, specifications, formulae, databases, algorithms, models, methods, techniques, technical data, discoveries, know how, trade secrets, and other technical proprietary information and all patents, copyrights, mask works, trademarks, service marks, trade names, service names, industrial designs, brand names, brand marks, trade dress rights, Internet domain name registrations, Internet web sites and corporate names, and applications for the registration or recordation of any of the foregoing.

1.33. **"IP Materials"** means works of authorship, software, documentation, processes, designs, drawings, specifications, formulae, databases, algorithms, models, methods, processes and techniques, technical data, inventions, discoveries, know how, the general format, organization, or structure of any report, document or database, and other technical proprietary information.

1.34. **"Laws"** means all United States federal, state and local laws or foreign laws, constitutions, statutes, codes, rules, regulations, ordinances, executive orders, decrees, edicts of or by any governmental authority having the force of law or any other legal requirement (including common law), including Data Protection Laws and the Cook County Code of Ordinances.

1.35. **"Open Source Materials"** means any Software that: (a) contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software, shareware (e.g., Linux), or similar licensing or distribution models; and (b) is subject to any agreement with terms requiring that such Software be (i) disclosed or distributed in source code or object code form, (ii) licensed for the purpose of making derivative works, and/or (iii) redistributable. Open Source Materials includes without limitation "open source" code (as defined by the Open Source Initiative) and "free" code (as defined by the Free Software Foundation).

1.36. **"Party"** means either County, on behalf of County and its Using Agencies, or Contractor.

1.37. **"Parties"** means both County, on behalf of County and its Using Agencies, and Contractor.

1.38. **"Personal Information"** means personal data or information that relates to a specific, identifiable, individual person, including Using Agency personnel and individuals about whom the Using Agency, Contractor, Contractor's Subcontractors or affiliates has or collects financial and other information. For the avoidance of doubt, Personal Information includes the following: (a) any government-issued identification numbers (e.g., Social Security, driver's license, passport); (b) any financial account information, including account numbers, credit card numbers, debit card numbers, and other Cardholder Data; (c) Criminal Justice Information; (d) Protected Health Information; (e) user name or email address, in combination with a password or security question and answer that would permit access to an account; and (f) any other personal data defined as personally identifiable information under the breach notification laws of the fifty states.

1.39. **"Problem"** means the underlying cause of one or more Incidents, including where such cause is unknown or where it is known and a temporary work-around or permanent alternative has been identified.

1.40. **"Protected Health Information"** or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 160.103.

1.41. **"Public Record"** shall have the same meaning as the term "public record" in the Illinois Local Records Act, 50 ILCS 205/1 et seq.

1.42. **"Required Consent"** means that consent required to secure any rights of use of or access to any of Using Agency-Provided Equipment, Using Agency-Provided Software, Using Agency Intellectual Property, Using Agency IP Materials, any other Equipment, any other Software whether Third Party Software or otherwise, any other Intellectual Property whether Third Party Intellectual Property or otherwise, any other IP Material, any of which are required by, requested by, used by or

accessed by Contractor, its Subcontractors, employees or other agents in connection with the Services.

1.43. **"Services"** either: (a) has the same meaning as "Services" as defined in Article 3 of the County's Professional Services Agreement, if such document forms the basis of this Agreement or (b) collectively means all of Contractor's services and other acts required in preparing, developing, and tendering the Using Agency's Deliverables as "Deliverables" is defined in the County's Instruction to Bidders and General Conditions, if such document forms the basis of this Agreement.

1.44. **"Service Level Agreements" or "SLA"** means service level requirement and is a standard for performance of Services, which sets Contractor and Using Agency expectations, and specifies the metrics by which the effectiveness of service activities, functions and processes will be measured, examined, changed and controlled.

1.45. **"Software"** means computer software, including source code, object, executable or binary code, comments, screens, user interfaces, data structures, data libraries, definition libraries, templates, menus, buttons and icons, and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith.

1.46. **"Third Party"** means a legal entity, company or person that is not a Party to the Agreement and is not a Using Agency, Subcontractor, affiliate of a Party, or other entity, company or person controlled by a Party.

1.47. **"Third Party Intellectual Property"** means all Intellectual Property owned by a Third Party, including Third Party Software.

1.48. **"Third Party Contractor"** means a Third Party that provides the Using Agency with products or services that are related to, or in support of, the Services. Subcontractors of Contractor are not "Third Party Contractors."

1.49. **"Third Party Software"** means a commercial Software product developed by a Third Party not specifically for or on behalf of the Using Agency. For clarity, custom or proprietary Software, including customizations to Third Party Software, developed by or on behalf of the Using Agency to the Using Agency's specifications shall not be considered Third Party Software.

1.50. **"Using Agency"** has the same meaning as the term "Using Agency" in the Cook County Procurement Code, located at Chapter 34, Article IV in the Cook County Code of Ordinances as amended, as applied to each department or agency receiving goods, Services or other Deliverables under this Agreement and includes Cook County, a body politic and corporate of the State of Illinois, on behalf of such Using Agency.

1.51. **"Using Agency Confidential Information"** means: (a) all non-public proprietary information of Using Agency that is marked confidential, restricted, proprietary, or with a similar designation; (b) Using Agency Data; and (c) any information that is exempt from public disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. or under the Cook County Code of Ordinances.

1.52. **"Using Agency Data"** means all data, whether Personal Information or other data, provided by the Using Agency to Contractor, provided by Third Parties to Contractor for purposes relating to this Agreement, or otherwise encountered by Contractor for purposes relating to this



Agreement, including all data sent to Contractor by the Using Agency and/or stored by Contractor on any media relating to the Agreement, including metadata about such data. To the extent there is any uncertainty as to whether any data constitutes Using Agency Data, the data in question shall be treated as Using Agency Data. Using Agency Data further includes information that is: (a) input, processed or stored by the Using Agency's IT systems, including any Using Agency-Provided Software; (b) submitted to Contractor or its Subcontractors by any employees, agents, the Using Agency, Third Parties, business partners, and customers in connection with the Services or otherwise; (c) Incident records containing information relating to the Services; (d) Using Agency Intellectual Property and Using Agency IP Materials; (e) any raw data used to generate reports under this Agreement and any data included therein; and (f) Using Agency Confidential Information.

1.53. **"Using Agency Intellectual Property"** means all Intellectual Property owned or licensed by the Using Agency, including Developed Intellectual Property.

1.54. **"Using Agency IP Materials"** means all IP Materials owned or licensed by the Using Agency.

1.55. **"Using Agency-Provided Equipment"** means Equipment provided by or on behalf of Using Agency.

1.56. **"Using Agency-Provided Software"** means Software provided by or on behalf of Using Agency.

1.57. **"WISP"** means written information security program.

## 2. SERVICES AND DELIVERABLES

2.1. Approved Facilities. Contractor will perform Services only within the continental United States and only from locations owned, leased or otherwise utilized by Contractor and its Subcontractors. All Using Agency Data shall reside within the continental United States.

2.2. Access to Using Agency Data. Except as provided otherwise in the SaaS Terms and Conditions, Contractor represents and warrants that Contractor has not and will not prevent, or reasonably fail to allow, for any reason including without limitation late payment or otherwise, the Using Agency's access to and retrieval of Using Agency Data. Contractor acknowledges that Using Agency Data may be Public Records and that any person who knowingly, without lawful authority and with the intent to defraud any party, public officer, or entity, alters, destroys, defaces, removes, or conceals any Public Record commits a Class 4 felony.

2.3. Viruses. Contractor represents and warrants that it has not knowingly provided, and will not knowingly provide, to the Using Agency in connection with the Services, any Software that uses Illicit Code. Contractor represents and warrants that it will use commercially reasonable efforts consistent with generally accepted standards applicable to Contractor's industry to not introduce, invoke or cause to be invoked such Illicit Code in any Using Agency IT environment at any time, including upon expiration or termination of this Agreement for any reason, without the Using Agency's prior written consent. If Contractor discovers that Illicit Code has been introduced into Software residing on Equipment hosted or supported by Contractor (excluding any County Equipment), Contractor shall, at no additional charge, (a) immediately undertake to remove such Illicit Code, (b) promptly notify the Using Agency in writing of the introduction, and (c) if the introduction of such Illicit Code was the result of Contractor's breach of

other of the first two sentences of this paragraph, use commercially reasonable efforts to correct and repair any damage to Using Agency Data or Software caused by such Illicit Code and restoring any affected Service, Software or Equipment hosted or supported by Contractor (excluding any County Equipment).

2.4. Public Records. Contractor will adhere to all Laws governing Public Records located at 50 ILCS 205/1 et seq. and at 44 Ill. Admin. Code 4500.10 et seq. Specifically, and without limitation, Contractor shall: (a) store Using Agency Data in such a way that each record is individually for a period of time not to exceed the term of the Professional Services Agreement; (b) retain a minimum of two total copies of all Using Agency Data; (c) retain Using Agency Data according to the practices set forth in the SOC 2 Audit Report; (d) store and access Using Agency Data in a manner allowing individual records to maintain their relationships with one another; (e) capture relevant structural, descriptive, and administrative metadata to Using Agency Data at the time a record is created or enters the control of Contractor or its Subcontractors.

### **3. DATA SECURITY AND PRIVACY**

3.1. Contractor agrees to undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit ("SOC 2 Audit"). The SOC 2 Audit results ("SOC 2 Audit Report") and Contractor's plan to correct any negative findings shall be made available to County upon County's prior written request. County agrees that such reports and plans will be treated as Confidential Information of Contractor. During the term of the Agreement, Contractor shall maintain at least the same level of security standards as utilized by Contractor in its most recent SOC 2 Audit Report and "Origami System Security Plan" ("OSSP").

3.2. Contractor Personnel. Contractor will oblige its Contractor Personnel to comply with applicable Data Protection Laws and to undertake only to collect, process or use any Using Agency Data, Using Agency Intellectual Property, Using Agency Confidential Information, or Personal Information received from or on behalf of the Using Agency for purposes of, and necessary to, performing the Services and not to make the aforementioned available to any Third Parties except as specifically authorized hereunder. Contractor shall ensure that, prior to performing any Services or accessing any Using Agency Data or other Using Agency Confidential Information, all Contractor Personnel who may have access to the aforementioned shall have executed agreements concerning access protection and data/software security consistent with this Agreement.

3.3. Protected Health Information. If Contractor will have access to Personal Health Information in connection with the performance of the Services, Contractor shall execute a Business Associate Agreement in a form provided by the Using Agency.

3.4. Contractor as a Data Processor. Contractor understands and acknowledges that, to the extent that performance of its obligations hereunder involves or necessitates the processing of Personal Information, it shall act only on instructions and directions from the Using Agency.

3.5. Advertising and Sale of Using Agency Data. Nothing in this Agreement shall be construed to limit or prohibit a Using Agency's right to advertise, sell or otherwise distribute Using Agency Data as permitted by the Cook County Code of Ordinances.

### **4. DATA SECURITY BREACH**

4.1. Notice to Using Agency. Contractor shall provide to the Using Agency written notice of such Data Security Breach promptly following, and in no event later than one (1) business day following, the Contractor's discovery or suspicion of the occurrence of a Data Security Breach. Such notice shall summarize in reasonable detail the nature of the Using Agency Data that may have been exposed, and, if applicable, any persons whose Personal Information may have been affected, or exposed by such Data Security Breach. Contractor shall not make any public announcements relating to such Data Security Breach without the Using Agency's prior written approval.

4.2. Data Breach Responsibilities. If Contractor knows or has reason to know that a Data Security Breach has occurred (or potentially has occurred), Contractor shall: (a) reasonably cooperate with the Using Agency in connection with the investigation of known and suspected Data Security Breaches; (b) perform any corrective actions that are within the scope of the Services; and (c) to the extent the Data Security Breach is the direct result of Contractor's negligence or willful misconduct, at the request and under the direction of the Using Agency, take any all other remedial actions that the Using Agency reasonably deems necessary or appropriate, including without limitation, providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach, to the extent such notice is required by Law to be sent by Contractor.

4.3. Data Breach Exercises. Contractor shall conduct annual Data Breach exercises consistent with the SOC 2 Audit Report and OSSP.

4.4. Costs. The costs incurred in connection with Contractor's obligations set forth in Section 7 or Using Agency's obligations under relevant Data Security Laws shall be the responsibility of the Party whose acts or omissions caused or resulted in the Data Security Beach and may include without limitation, in each case to the extent required by applicable Law: (a) the development and delivery of legal notices or reports required by Law, including research and analysis to determine whether such notices or reports may be required; (b) examination and repair of Using Agency Data that may have been altered or damaged in connection with the Data Security Breach, (c) containment, elimination and remediation of the Data Security Breach, and (d) implementation of new or additional security measures reasonably necessary to prevent additional Data Security Breaches; (e) providing notice to all persons whose Personal Information may have been affected or exposed by such Data Security Breach; (f) the establishment of a toll-free telephone number, email address, and staffing of corresponding communications center where affected persons may receive information relating to the Data Security Breach; (g) the provision of one (1) year of credit monitoring/repair and/or identity restoration/insurance for affected persons.

## 5. AUDIT RIGHTS

5.1. Generally. The Contractor agrees upon providing documentation in response to an audit request to indicate if documentation is of a confidential nature and should be treated as such by the Cook County Auditor or any of its duly authorized representatives. No more than once per calendar year, upon not less than 30 days prior written notice, with the County's resources, Contractor and its Subcontractors shall provide access to any records and personnel and the Service as they relate to the Services to the extent relating to Using Agency Data, at any time during Contractor's standard business hours, to the Using Agency and its internal or external auditors, inspectors and regulators in order to audit, inspect, examine, and verify: (a) the availability, integrity and confidentiality of Using Agency Data and examine the Service that processes, stores, supports and transmits Using Agency Data ; (b) controls placed in operation by Contractor and its Subcontractors

relating to Using Agency Data; (c) Contractor's disaster recovery and backup/recovery processes and procedures; and (d) Contractor's performance of the Services in accordance with the Agreement. The aforementioned Using Agency audit rights include the Using Agency's right to verify or conduct its own SOC 2 audits.

5.2. Security Audits. Contractor shall perform, at its sole cost and expense, a security audit no less frequently than every twelve (12) months. The security audit shall test Contractor's compliance with security standards and procedures set forth in: (a) this Agreement, (b) the Standards and Procedures Manual, and (c) any security standards and procedures otherwise agreed to by the Parties.

5.3. Service Organization Control (SOC 2), Type II Audits. Contractor shall, at least once annually and at its sole cost and expense, provide to the Using Agency and its auditors, on a strictly confidential basis, the SOC 2 Audit Report for all locations at which the Using Agency Data is processed or stored.

5.4. Audits Conducted by Contractor. Contractor promptly shall make available to the Using Agency the results of any reviews or audits conducted by Contractor and its Subcontractors, agents or representatives (including internal and external auditors), including SOC 2 audits, relating to Contractor's and its Subcontractors' operating practices and procedures to the extent relevant to the Services or any of Contractor's obligations under the Agreement. To the extent that the results of any such audits reveal deficiencies or issues that impact the Using Agency or the Services, Contractor shall provide the Using Agency with such results promptly following completion thereof.

5.5. Internal Controls. Contractor shall notify the Using Agency prior to modifying any of its internal controls that materially adversely impact the Using Agency, the Services and/or Using Agency Data and shall demonstrate compliance with this Agreement.

5.6. Subcontractor Agreements. Contractor shall ensure that all agreements with its Subcontractors performing Services under this Agreement contain terms and conditions consistent with the Using Agency's audit rights.

5.7. No Waiver of Tort Immunity. Nothing in this Agreement waives immunity available to the Using Agency under Law, including under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et seq.

5.8. No Click-Wrap or Incorporated Terms. The Using Agency is not bound by any content on the Contractor's website, in any click-wrap, shrink-wrap, browse-wrap or other similar document, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the Using Agency has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by the County's Chief Procurement Officer.

**EXHIBIT 2**

**SaaS Terms and Conditions**

**EXHIBIT 2**  
**SOFTWARE-AS-A-SERVICE TERMS AND CONDITIONS**

This EXHIBIT FOR SOFTWARE-AS-A-SERVICE TERMS AND CONDITIONS (this “**Exhibit**”) is effective as of August 1, 2015 (the “**Effective Date**”) by and between ORIGAMI RISK LLC, an Illinois limited liability company (“**Origami**”), and Cook County a public body corporate of the State of Illinois (“**Client**”). Origami and Client hereby agree as follows:

Unless otherwise defined herein, all capitalized terms shall have the meaning attributed to them by the Cook County Information Technology Special Conditions (“**ITSCs**”).

1. **DEFINITIONS.**

“**Affiliate**” means, with respect to a party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled.

“**Agreement**” or “**Contract**” means the Professional Services Agreement, including all exhibits, appendices, statements of works, and special conditions attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms pursuant to the Agreement.

“**Client Data**” means the data provided or inputted by or on behalf of Client, any User or Affiliate of Client or any Third Party User for use with the Service. Client Data shall also be understood to mean Using Agency Data as defined in Exhibit 1, the Cook County Information Technology Special Conditions (“**ITSCs**”).

“**Client Party**” means Client and each of its Affiliates and Users.

“**Confidential Information**” means all confidential and proprietary information of a party, including, without limitation, business plans, strategies, products, software, source code, object code, clients, data models, discoveries, inventions, developments, know-how, improvements, works of authorship, concepts, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection. Client Data and Using Agency Confidential Information, as defined in Exhibit 1, the Cook County Information Technology Special Conditions, are understood to be the Confidential Information of Client. Origami’s Confidential Information includes and all Proprietary Rights with respect to the Services, Software, Custom Software and Work Product.

“**Custom Software**” means specifically modified reports, dashboard panels, or other features or modules of the Software created by Origami for Client described in a signed Statement of Work or other written agreement between the parties.

“**Documentation**” means all user guides, videos, embedded help text, and other reference materials generally furnished with respect to the Service, whether in printed or electronic format.

“**Downtime**” means one or more Service Interruptions together totaling more than 60 minutes in any one day (12 a.m. – 11:59 p.m.).

“**Fees**” means the fees payable pursuant to the Agreement as set forth in any Statement of Work.

“**Non-Origami Events**” means any (i) act or omission of any Client Party, including any delays in their performance or cooperation with respect to the obligations set forth in Section 2(j) or any Statement of Work; (ii) failure of any Client Party’s equipment or software (other than the Service); or (iii) Force Majeure Event.

“**Permissions**” means the username and password provided to Client by Origami or by Client to Users for each User, as the same may be modified under the Service.

“**Proprietary Rights**” means worldwide intellectual and proprietary property owned or properly licensed by a party and all intellectual or proprietary property rights subsumed therein, including copyright, patent, trademark (including goodwill), trade dress, trade secret and know-how rights.

“**Service**” means the Software and Custom Software identified in the Statement of Work, together with any Updates thereto. The Service is accessible by Client via <https://live.OrigamiRisk.com> or another designated web site or IP address, rendered to Client by Origami.

“**Service Interruption**” means Client is unable to access the Service as provided herein, excluding (i) scheduled maintenance windows of which Client is notified at least 24 hours in advance and which occur outside of normal business hours; (ii) scheduled repairs of not more than two hours duration in any one week period of which Client is notified at least four hours in advance and which occur outside of normal business hours; (iii) critical repairs including security updates where advance notice cannot be reasonably provided and (iv) interruptions

caused by transmission errors, Internet service providers, vandalism, User error or other factors beyond Origami's or its direct service providers' reasonable control.

**"Service Provider"** means a third-party service provider of Client and/or its Affiliates.

**"SLA" or "Service Level Agreement"** means the Service Level Agreement included in Exhibit 3, Statement of Work.

**"Software"** means the object code version of the software products set forth in the deliverables section of any applicable Statement of Work hereto and made available to Client under the Agreement by Origami.

**"Statement of Work"** means any statement of work entered into and mutually approved in writing by the parties pursuant to the Agreement from time to time and attached as an Exhibit to the Agreement.

**"Third Party Technology"** means proprietary technology of third parties that Origami provides, or enables access to, as part of the Service.

**"Third Party User"** means any customer, consultant or Service Provider of Client that is using or accessing the Service on behalf of the Client.

**"Third Party User Agreement"** means the user agreement between a Third Party User and Origami, as the same may be amended from time to time.

**"Updates"** means maintenance revisions, improvements, modifications, bug fixes, patches, corrections and enhancements to the Service that are provided by Origami generally to its customers. The term "Updates" shall not include custom reports or enhancements for which Origami charges a separate or additional fee.

**"User"** means any single employee, contractor, agent, customer, investor, consultant or Third Party User of Client or any of Client's Affiliates who uses or accesses the Service.

**"Work Product"** means software, programming, tools, documentation, and materials that are used, created, developed, or delivered by Origami to Client in connection with Custom Software, and all Proprietary Rights subsumed therein.

2. **SERVICE.**

(a) **Service.** Subject to the terms and conditions of this Exhibit, during the term of the Agreement, Origami shall grant Client a non-exclusive right to permit its Users to access the Service, including all Updates, via the Internet. Client, its Affiliates and Users may use the Service solely for internal business of Client,

its Affiliates and Users. Users shall use the Service in accordance with this Exhibit and the applicable Statement of Work or the Third Party User Agreement and Documentation. If Origami offers Client additional features ("Premium Features") that are not Updates or part of its Service offering, and if Client chooses to accept such Premium Features, Client and Origami shall enter into an amended Statement of Work reflecting the Premium Features and the fees ("Premium Fees") for such Premium Features.

(b) **Storage.** Client may store Client Data through the Service up to the amount set forth on the Statement of Work. If the amount of storage used exceeds this limit, Client will be charged, on a monthly basis, the excess storage fees pursuant to the Statement of Work. Origami will use commercially reasonable efforts to notify Client when it has used approximately 80% of its included storage space; and Client shall not be liable for any excess storage fees incurred prior to being notified that it has exceeded the amount of included storage space set forth above. Origami reserves the right to establish or modify its general practices and limits relating to storage of Client Data, provided that the minimum amount of storage included without additional charge and any security or privacy measures relating to Client Data may not be modified without Client's prior written consent.

(c) **Restrictions.** Nothing in this Exhibit shall be construed as a grant to Client of any right to, and Client shall not, and shall not permit any Client User or any other third party to: (i) reproduce, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or any portion thereof; (ii) distribute, disclose or allow use of any of the Service, or any portion thereof, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party; (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Service in any manner; (iv) create derivative works from, modify or alter any of the Service in any manner whatsoever; (v) use or access the Service in a manner that could damage, disable, overburden, or impair any Origami servers or the networks connected to any Origami server; (vi) interfere with any third party's use and enjoyment of the Service; (vii) attempt to gain unauthorized access to the Service, accounts, computer systems, or networks connected to any Origami server; (viii) use any robot, spider or other automatic device or manual process to monitor or copy portions of the Service; (ix) use the Service in a manner intended to abuse or violate the privacy or property rights of others; or (x) access the Service in order to (A) build a competitive product or service, or (B) build a product

using similar unique and confidential ideas, features, functions or graphics of the Service.

(d) **Users.** Client may license the Service to the number of authorized Users as set forth on the Statement of Work. Each authorized User shall access and use the Service (i) in accordance with the terms of this Exhibit and the applicable Statement of Work, Third Party User Agreement and Documentation, and, (ii) when applicable, through a unique and reasonably secure username and password as further described in the applicable Statement of Work, Third Party User Agreement or Documentation. The Service allows Client to grant different levels of access to Client Data, to different Users, as described in more detail in the Statement of Work. It is Client's responsibility to designate the applicable access to be granted to each User. Client shall cause all Users to comply with all obligations of Client hereunder, to the extent applicable to Users. Except for Client's and its Affiliates' system administrators where reasonably necessary for administrative or security purposes, no User may use the username/user identification or password of any other User.

(e) **Third Party Access.** Client shall also have the right for Client and its Affiliates to permit Third Party Users to access or use the Service in accordance with the terms and conditions of this Exhibit and the applicable Statement of Work, provided that Third Party User has agreed in writing in advance to be bound by at least the same restrictions with respect to the Service as Client or has entered into a Third Party User Agreement with Origami. Any rights granted hereunder with respect to the Service to Third Party Users shall expire or terminate immediately upon the termination of the Agreement in accordance with its terms. Client shall be fully responsible for (i) ensuring the compliance of each Client Party with the terms and conditions of this Exhibit and the applicable Statement of Work, Third Party User Agreement and Documentation and (ii) all violations of the terms or conditions of this Exhibit and the applicable Statement of Work, Third Party User Agreement and Documentation by each Client Party.

(f) **Professional Services.** During the term of the Agreement in accordance with this Exhibit, Origami will make available to Client certain professional services to the extent set forth on the Statement of Work ("**Professional Services**"). Client may also contract for expanded services for additional days and hours in accordance with Origami's then-current policies and prices, provided that the Agreement is amended in accordance with Article 10(c). Notwithstanding the foregoing, Origami will not be obligated to provide any support required as a result of, or with respect to, Client's

operating systems, networks, hardware, or other related equipment of Client or Client's or any of its Users', use of the Service other than in accordance with the applicable Statement of Work and Documentation and as permitted under this Exhibit.

(g) **Service Level.** Downtime and other Service Interruptions shall not constitute a breach of this Exhibit.

(h) **Security.** Origami shall provide Client with the ability to create, modify and assign Permissions required for each User to access the Service. Client shall be solely responsible for safeguarding the Permissions and otherwise complying with the password and security procedures that Origami may establish from time to time. Client assumes full legal and financial responsibility for all instructions of any nature that are reasonably accepted and acted upon by Origami in accordance with such Permissions. Client shall promptly notify Origami if it becomes aware that the security of its Permissions has been compromised.

(i) **Client Obligations.** Client shall: (i) provide Origami with reasonable access to Client's premises as appropriate to enable Origami to perform its obligations hereunder; (ii) provide adequate resources to participate in or facilitate the performance of the Service; (iii) timely participate in meetings relating to the Service; (iv) assign personnel with relevant training and experience to work in consultation with Origami; (v) provide the equipment required (<http://www.origamirisk.com/index.php/support/equipment>) to operate the Service; (vi) safeguard the user ID's, passwords and other security data, methods and devices furnished to Client in connection with the Service and prevent unauthorized access to or use of the Service; (vii) be responsible for Client networks, equipment and system security required or appropriate in connection with the Service; (viii) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data; (ix) transmit Client Data only in an encrypted format, to be mutually agreed by the parties; and (x) take such other actions as are required of Client pursuant to this Exhibit, including any Statement of Work.

(j) **Client Warranty.** The parties acknowledge and agree that during the term of the Agreement, pursuant to the terms of the Exhibit a Client Party or other third parties may disclose certain Client Data, including personally identifiable data regarding employees or other individuals, to Origami for the benefit of a Client Party. Client represents and warrants to Origami that: (i) each such Client Party, and such other third parties are authorized to collect, use and disclose the Client Data to Origami for use and storage pursuant to this



Exhibit; (ii) such disclosure, use or storage does not and shall not violate applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates; and (iii) Client shall not request Origami to use, store, disclose or otherwise process Client Data in any manner that would not be permissible under applicable law or, if applicable, such Client Party's agreements with or privacy notices to individuals with respect to whom the Client Data relates, if done by Client.

(k) **Non-Origami Events.** Client acknowledges and agrees that Origami shall not be responsible or liable for any delay or failure in its performance of any duties or obligations pursuant to this Exhibit, including any Statement of Work, if such delays or failures result or arise from any Non-Origami Events.

**3. PROPRIETARY RIGHTS.**

(a) **Origami Proprietary Rights.** As between Origami and Client, Origami owns all right, title and interest, including all related Proprietary Rights in and to, or related to the Software, Custom Software, Work Product and Service, including all software programs contained therein. To the extent that any such Proprietary Rights do not otherwise vest in Origami or its licensors, Client hereby agrees to promptly assign such Proprietary Rights to Origami or its licensors, and to do all other acts reasonably necessary to perfect Origami's or its licensors' ownership thereof, without additional consideration of any kind. The Origami name, the Origami logos, and the product names associated with the Service are trademarks of Origami or third parties, and no right or license is granted with respect to their use. The Service may contain intellectual property belonging to third parties. All such intellectual property is and shall remain the property of its respective owners. Except for the limited rights expressly granted herein, all right, title and interest in and to the Software, Custom Software, Work Product, and Service are reserved by Origami, and, except as expressly granted herein, nothing contained in this Exhibit shall be construed as conferring any right, title, interest or license with respect to the Software, Custom Software, Work Product or Service upon Client, by implication, estoppel or otherwise. In addition, Client agrees and acknowledges that Origami shall have an unlimited right to incorporate into any updates, upgrades, or modifications to the Software, Custom Software and the Service rendered through use thereof all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any User relating to the Service. Such Software, Custom Software and Service, as updated, upgraded, or modified, shall be owned by Origami as provided in this Section. Nothing in this Section shall

affect the ownership by Client of all Client Data as provided below or other Client proprietary information.

(b) **Client Data.** Client shall own all right, title and interest in and to the Client Data, which shall never be deemed to be Software, Custom Software, or Service, even if delivered or incorporated therewith. Origami shall have no responsibility, whatsoever, for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of Client Data, and Origami shall not review, monitor or check the Client Data except as necessary to provide the Service to Client. Origami shall not be responsible or liable, in any way, for the deletion, destruction, damage or loss of any Client Data through no fault of Origami or its providers without limiting Origami's liability to maintain backup data as set forth in the Statement of Work.

(c) **Custom Software.** As between Origami and Client, Origami shall be the sole and exclusive owner of all right, title, and interest in and to all Work Product and all Proprietary Rights subsumed therein. Client expressly acknowledges and agrees that the Work Product shall not constitute work made-for-hire under the United States Copyright Act, and that Origami shall have the exclusive right to protect the Work Product by patent, copyright, or any other means. Work Product shall be made available to Client as part of the Service to the extent set forth in the Statement of Work, and Client shall have no other right to use any Work Product.

(d) **Notices of Infringement.** In the event Client discovers or is notified of an actual or suspected infringement of the rights of Origami or its licensors in or to the Service or any unauthorized access to or use of the Service (each, an "**Infringement**"), Client shall immediately notify Origami of such known or suspected Infringement and terminate such Infringement to the extent within Client's control. Client agrees to reasonably cooperate with and assist Origami (at Origami's sole expense) in protecting, enforcing and defending Origami's rights in and to the Service.

**4. INTENTIONALLY OMITTED.**

**5. INTENTIONALLY OMITTED.**

**6. TERMINATION.**

(a) **Termination.** The Agreement may be terminated by: (i) Origami if the County breaches a material term of the Agreement and fails to cure such breach within thirty days after receiving a written notice to cure the material breach and (ii) Client in accordance with Article 9 of the Agreement. If Client terminates the

Agreement for Origami's material breach Origami shall refund to Client, within 45 days of the effective date of such termination, any prepaid but unearned Fees paid to Origami in advance by Client. Client's failure to cause a User to comply with the terms of this Agreement or any uncured User noncompliance shall constitute a material breach of this Agreement by Client.

(b) **Events Upon Termination.** Upon the termination of the Agreement: (i) Origami shall deactivate the Permissions and cease providing the Service to Client, and Client and its Users shall cease use of the Service (ii) Origami shall invoice Client for all accrued Fees, including the full amount of any implementation fees specified in any Statement of Work or Exhibit B. Client shall pay the invoiced amounts, including from previously issued invoices, within 30 business days of Client's receipt of such invoice; and (iii) if requested by Client no later than 30 days of the termination of the Agreement and not more often than annually, and if Client has paid all invoiced fees which are not in dispute, Origami will at its expense provide electronic files containing Client's data for claims, transactions, locations, policies, values, fleet, contacts, notes, and tasks. Additionally, upon termination of the Agreement for any reason other than by Origami pursuant to Section 6(b), the parties may agree in writing for the provision by Origami of certain transition services at Origami's then-prevailing hourly rates. The term and scope of such transition services shall be as set forth in a written agreement between Origami and Client.

(c) **Survival.** Except as otherwise set forth herein, in the event of termination of the Agreement for any reason, the provisions of Sections 2(i), 2(j), 2(k), 3, 5, 6(b), 6(c), **Error! Reference source not found.**, and 8 through 11, as well as all payment obligations, shall survive.

7. **INTENTIONALLY OMITTED.**

8. **INTENTIONALLY OMITTED.**

9. **INTENTIONALLY OMITTED.**

10. **EXPORT CONTROL.**

(a) **Export.** Client shall not export or re-export any Software, Custom Software or Services without the prior written authorization of Origami and, as may be required under United States laws and regulations, the

prior written authorization of the United States Department of Commerce or other relevant agency of the United States Government. Client also agrees that it will not knowingly export or re-export, directly or indirectly, any Software, Custom Software or Services (i) that it knows will directly assist in the design, development, production, stockpiling or use of missiles, nuclear weapons or chemical/biological weapons; (ii) to any entity on the Department of Commerce Entity List, currently available on the Internet at <http://www.bis.doc.gov>; (iii) to any person or entity on the Department of Commerce Denied Persons List, currently available on the Internet at <http://www.bis.doc.gov>; (iv) to any country subject to sanctions administered by the Department of the Treasury's Office of Foreign Assets Control (currently Angola (UNITA faction), Burma (Myanmar), Cuba, Iran, Iraq, Liberia, Libya, North Korea, Sierra Leone, Sudan, and areas of Afghanistan controlled by Taliban); or (v) to any entity or individual contained in the lists of prohibited entities and persons maintained by the Office of Foreign Assets Control, including the Specially Designated Nationals and Blocked Persons List and certain individuals in the former Republic of Yugoslavia listed in the Annex to Executive Order 13192, currently available on the Internet at <http://www.ustreas.gov/ofac>.

(b) **Disclaimer.** Origami makes no representation that the Service is appropriate or available for use in other locations. If Client uses the Service from outside the United States of America and/or the European Union, Client is solely responsible for compliance with all applicable laws, including export and import regulations of other countries. Any diversion of the Service contrary to United States or European Union (including European Union Member States) law is prohibited.

**11. GENERAL.**

(a) **Assignment.** Client shall not have the right to assign, transfer, or sublicense any obligations or benefit under this Exhibit without the prior written consent of Origami.

(b) **Third Party Beneficiaries.** This Exhibit does not and is not intended to confer any rights or remedies upon any party other than the parties to this Exhibit.

(c) **Publicity.** Origami may publicize the fact that Client has procured a license for the Service. Origami will not state or imply that Client endorses or recommends the Service without the written permission of Client.

(d) **Certain Remedies.** Client acknowledges and agrees that (i) it would be extremely difficult, if not impossible, to calculate the actual damages of Origami in the event of Client's breach of any provision of the

**Origami Risk LLC****CONFIDENTIAL**

Agreement with respect to Origami's Proprietary Rights or Confidential Information; and (ii) Client's breach of any such provision would result in ongoing damages to Origami that could not be adequately compensated by monetary damages. Accordingly, Client agrees that in the event of any actual or threatened breach of any provision of the Agreement with respect to Origami's Proprietary Rights or Confidential Information, Origami shall be entitled, in addition to all other rights and remedies existing in its favor at law, in equity or otherwise, to obtain injunctive or other equitable relief (including without limitation a temporary restraining order, a preliminary injunction and a final injunction) against Client to prevent any actual or threatened breach of any such provision and to enforce the Agreement specifically, without the necessity of posting a bond or other security or of proving actual damages.

EXHIBIT 3

Statement of Work

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## Risk Management Information System Statement of Work

### 1. OVERVIEW

The Cook County Government County Department of Risk Management, ("County") has requested Origami Risk LLC. ("Origami Risk" or "Origami") provide a Statement of Work for a Risk Management Information System solution.

The tasks described herein outline the tasks required to meet the requirements as defined in the Risk Management Information System ("RFP"), solicitation 1425-13183 dated June 30, 2014.

THIS STATEMENT OF WORK NO. \_\_\_\_\_ (this "SOW") is dated August 1, 2015, and is attached to and made a part of that certain Software Subscription Agreement dated August 1, 2015 (the "Subscription Agreement"), between Origami and County. All capitalized terms used but not defined in this SOW have the meanings given to them in the Subscription Agreement. If any terms of this Statement of Work are inconsistent with the terms of the Subscription Agreement, the terms of the Subscription Agreement shall control.

### 2. BACKGROUND

The Risk Management Department is responsible for the development and administration of programs and procedures relating to safety, insurance, employee benefits, Workers ' Compensation, and liability claims.

In order to meet the business requirements of the Department of Risk Management, Origami staff will implement the Origami Risk RMIS (Risk Management Information System).

Origami Risk is a privately held company lead by the most experienced management team in the RMIS industry. We founded Origami Risk in 2008 as an alternative to the older legacy technology used by RMIS suppliers. We started the company because the pace of innovation within the risk and insurance software industry has slowed dramatically in recent years. Each member of Origami management team has been providing risk management technology solutions for more than a decade. Furthermore, Origami Risk employs only highly experienced experts to work with Origami clients. Each employee has the deep understanding of risk management needed to focus on County's desired business outcome, along with the technology skills required to deliver the best technical solutions to meet the business need.

Cook County will be assigned a dedicated Origami Service Professional who will work with County's staff throughout the implementation process and as you transition from implementation to production to ensure that County's business objectives are met.

The tasks described herein outline the tasks required to meet the requirements as defined in the Risk Management Information System ("RFP"), solicitation 1425-13183 dated June 30, 2014.

**BUSINESS GOALS AND OBJECTIVES:**

Upon implementation completion of the Origami Risk Management Information System solution, the County expects to meet the following goals and objectives:

- Automate incident and claim management workflow
- Increase operational visibility-departments able to view their own data
- Automate recording and tracking of reserves and payments
- Improve document and storage management
- Provide for Medicare section 111 query and reporting
- Reduce paper processes and manual steps
- Reduce processing time
- Track and manage work load distribution
- Enable robust statistical analysis and research
- Data Conversion and Migration

**3. SCOPE OVERVIEW*****Project Scope***

Provide and implement Origami Risk Management Information System (RMIS). Origami will install, configure, and deploy the Origami Risk web SaaS solution for the Cook County Department of Risk Management. Origami Risk will combine a single consolidated database of claims and risk data with dashboard and reporting features and functionality. In addition to the out-of-the-box solution, Origami will provide interfaces to the following applications:

- HR Interface – JD Edwards Enterprise One
- AP Interface – JD Edwards One World
- Law Calendar Data Import
- Medbill Interface (Covel)
- CMS Data Submission

Origami Implementation will include, but is not limited to, the following:

- Project Initiation
- General System Configuration
- Forms Configuration
- Data Conversion and Migration - Data will be migrated from the David Corporation Renaissance system
- Medical Bill Configuration (import/export)
- Interface – JD Edwards One World (Financials)
- Interface – State’s Attorney Law Calendar System
- CMS Reporting Testing and Configuration
- Reports and Dashboards Configuration
- Training – End User and Admin
- Go Live Deployment
- Post Go-Live Support
- Application Hosting

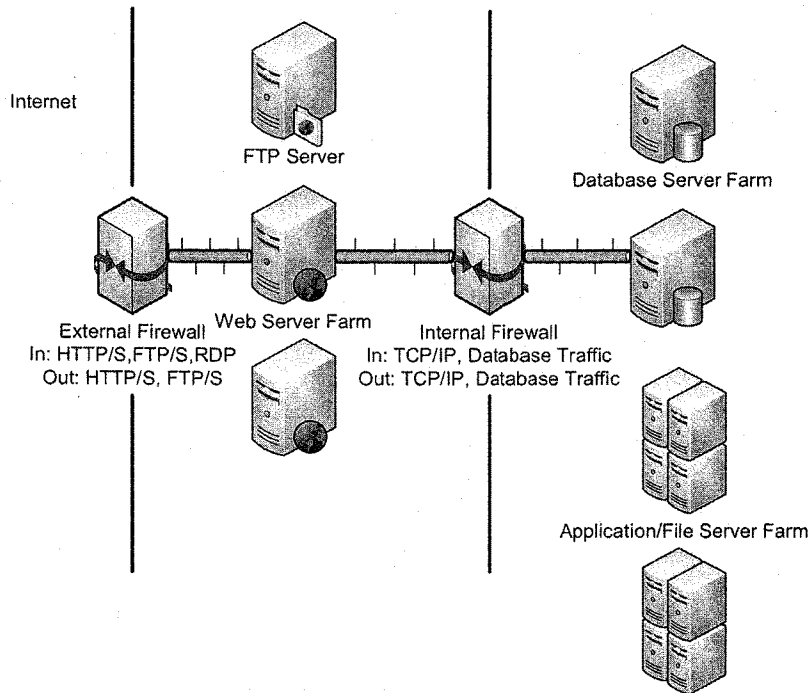
*Items Outside of Scope*

*This Statement of Work does not include any services outside of those defined in this Statement of Work*

**4. SYSTEM SOLUTION**

**Solution Architecture Diagram -**

This diagram shows a high level view of the network topology of the servers in the Origami system. Since Origami operates in a Cloud environment, the number of servers and their details may change frequently. Therefore, this shows the general placement of the different types of servers within the Origami Risk network used to support the RMIS.



**Number of Sites and Environments –**

Origami Risk operates in a single live production environment with a single testing environment both available via the cloud. Development/QA environment is available only to the Origami product team. Live environment is hosted in Amazon East Region with additional Mirror site hosted in separate physical facility.

**Front End Requirements –**

A licensed user of Origami Risk requires internet access and a browser to access the Origami Risk RMIS.

**User Interface**

The Origami RMIS application will work on any of the supported browsers listed below.

**Supported Browsers**

- Internet Explorer: Versions 7 and higher
- Firefox: Recent and current versions
- Safari: Recent and current versions



Chrome: Recent and current versions

Origami Risk is written to the HTML 5 standard and other browsers that support this standard should also work, but have not been tested.

**Backend Requirements** – The Origami Risk solution is a true SaaS and no back end equipment or requirements need to be considered.

**Operating System**

N/A – No operating system requirement exists for the Users since Origami is a pure web, SAAS solution hosted on Amazon’s Cloud services and only a browser is needed to access the system.

**4.1. ORIGAMI SOLUTION AND SPECIFIC SOFTWARE FUNCTIONALITY**

***Number of proposed modules and their descriptions –***

**Home:** Contains user specific dashboards. The Home module allows for dashboards to be created for each user. This allows for custom data viewing to the information and activities important to that user.

**Tasks:** The Task module allows users to set up tasks specific to that user. Managers can also view tasks assigned to others. In addition to tasks, projects can be created within the Task module. Project may include such activities as renewals, data gathering etc.

**Claims:** The Claim tools of Origami are highly intuitive and flexible for users. Forms and workflows can be configured at the County’s direction by Line of Business, Type, Location, and more. Claim and Incident tools can be used by large or small numbers of users simultaneously in multiple locations, and on multiple platforms, including mobile device such as tablets or smart phones.

**Incidents:** The Incident tools of Origami offer the same easy interface as claims. Again, forms and workflows can be configured at the County’s direction. Incident tools can be used by large or small numbers of users simultaneously in multiple locations, and on multiple platforms, including mobile device such as tablets or smart phones.

**Policies:** Origami includes policy management tools that will allow the County to store details of each policy and even to link those policies together to view coverage information at a program level.

**Locations:** Origami Risk includes comprehensive location management functionality including C.O.P.E. data, values & exposures, inspection recommendations, property details, and true integration with claims, policies, TCOR calculations, and Allocation functionality.

**Contacts:** The Contacts module offers a single area within the system to collect contact

information. The Contacts module also offers access to employee information and tracking of Insured Certificates.

**Reports:** Reporting tools are detailed below under reporting functionality/modules: The Origami Risk Fleet module allows for clients to record and track their fleet from compact autos or fire engines. In addition to the fleet record we offer a secondary module that gives Origami users the ability to track maintenance records without living the system.

**Fleet:** The Origami Risk Fleet module allows for clients to record and track their fleet from compact autos or fire engines. In addition to the fleet record we offer a secondary module that gives Origami users the ability to track maintenance records without living the system

**Certificates:** With Origami Risk, County can manage the time-consuming process of tracking insurance certificate compliance across vendors and contractors.

**Admin:** The Admin module is the control center of Origami Risk where basic user and system configuration tasks can be performed.

#### 4.2. *Reporting functionality/modules*

Origami will work with County Staff to configure Origami Reports and develop additional custom reports as defined in section 6.3 – System Configuration using Origami Standard reporting tools. Reporting tools and dashboards are a core part of Origami’s system. We offer a comprehensive library of templates that cross all lines of business, a full featured ad-hoc report designer, and a truly unique option to use all reportable fields as modifiers turning even template style reports into “on the fly... what-if” ad-hoc reports. Users can manipulate and copy reports and even switch between templates without having to save changes until they have exactly the report they are looking for. All Origami Risk reports can be scheduled and distributed via email.

Mobile technology modules or proposed functionality – N/A] – While the Origami Risk software can be accessed from internet connected mobile devices, no mobile specific modules or applications are anticipated under this Statement of work.

Origami project team will work with County project team to identify critical “day 1” reports that will be necessary when system goes live and will use the hours included as defined in Section 8 of this document to configure reports using standard templates or to develop new report templates as needed to meet County’s reporting needs.

#### 4.3. **DATA MIGRATION/DATA CONVERSION**

Origami project team will utilize its suite of proprietary tools and the experience and knowledge of the Origami Risk data integration specialist to convert and migrate County’s existing Risk Management Information System into the Origami Risk System. Origami project team and data analysts will work closely with County staff throughout the conversion and migration process to ensure the accuracy of the conversion and to coordinate all required effort Details of the conversion process and specific deliverables are outlined in Section 8 of this document.

***Proposed destination for migrated data –***

Origami Risk will migrate and store data from County's current Risk Management Information System into a SQL Server database dedicated to the County. In the Origami Risk Environment Data will be migrated from the David Corporation Renaissance system:

- containing 2 databases with 50 tables, and 40,000 individual claims records.
- All claims records will be migrated for both closed and opened records/data.

**Conversion/Migration**

*Loading Existing RMIS Data (David)*

*County will:*

- Arrange for claims data to be sent to Origami from current RMIS system
- Provide direction and feedback as needed

*Origami will:*

- Work with County to define acceptable layouts for current RMIS data
- Convert existing system into Origami

**4.4. INTEGRATION**

Origami project team will work with County staff to develop integrations via imports or exports using secure FTP and PGP encryption to the following systems:

- Import of Employee information from HR system (JDE EnterpriseOne) Two way interface with AP system (JD Edwards One World) for check printing and reconciliation
- Law Calendar Interface for importing important legal information and dates on litigated claims
- Medical Bill Review Interface (Corvel) for exporting claim and vendor details to medical bill review provider and importing bill adjudication details for the purpose of generating a check record
- Interface with CMS to handle monthly query and quarterly submission to CMS and to receive and display responses from CMS

*Configure HR Interface (JD Edwards Enterprise One)*

*County will:*

- Provide, or arrange to provide, data from JDE in a mutually agreed upon format; initially for interface development and going forward on a schedule as needed by County RM Staff

*Origami will:*

- Configure Employee Import based on file provided
- Assist County in scheduling ongoing imports

*Configure AP Interface (JD Edwards One World)*

*County will:*

- Provide, or arrange to provide, format defined by AP for accepting electronic check requests
- Provide, or arrange to provide, format defined by AP for generating payment file

*Origami will:*

- Configure Check Request Extract
- Configure Check Information Import
- Assist County in scheduling ongoing extracts/imports

*Law Calendar Data Import*

*County will:*

- Provide, or arrange to provide, format for data to be loaded from Law Calendar
- Provide feedback as necessary

*Origami will:*

- Configure claims import/update based on Law Calendar format
- Assist County in scheduling ongoing imports/updates

*Medbill Interface (Corvel)*

*County will:*

- Provide, or arrange to provide, format for data files required for Corvel interface, to include claims and vendor extracts to Corvel and Bill Details from Corvel

*Origami will:*

- Provide training and support to County as needed.
- Configure Claim Extract in Corvel defined format
- Configure Vendor Extract in Corvel defined format
- Configure import of payment detail information from Corvel
- Assist County in scheduling ongoing extracts/imports
- Provide training and support to County as needed.

*Configure CMS Data Submission*

*County will:*

- Generate and review the data reports provided by Origami monthly and update required claim data to ensure successful eligibility querying and claim submission.
- Assign Origami Risk as a designee through the COBC website.
- Immediately forward any notifications or emails received from CMS or their COBC to Origami.

*Origami will:*

- Configure the CMS eligibility query based upon agreed claim parameters provided by County. Origami will query the CMS

- eligibility database monthly and provide notification, through Origami, of claims meeting CMS eligibility requirements to County.
- o Configure and transmit actual claim submissions for County once per quarter during their quarterly filing submission period as provided by CMS. Origami will make available all required fields needed for successful submission.

Setup and configure advanced searches and views which will provide County a running list of claims which are missing key data elements required for eligibility verification.

#### **4.5. DATA SECURITY AND COMPLIANCE**

Security Is Detailed For NIST 800, attached is a copy of the Origami Server System Security Plan, that was developed for the USDA/FS project and is required to be NIST compliant. This document describes Origami Service system security, e.g. data and access control etc. for our cloud deployed service. The SSP is also the document that lays the foundation for how we maintain NIST 800-53/FISMA compliance. At a high level what this means is that once we were given an Information System category of Moderate, specific NIST security controls needed to be met, these controls are what is in the SSP and for each control we had to define how we meet them. All of these controls have to be met on a continuous basis in order to be NIST compliant and an annual assessment of the NIST controls is performed by a 3rd party.

#### **4.6. NETWORK AND HOSTING**

Origami shall host the application and data in a secure internet accessible environment. Origami shall backup County data at periodic intervals each day.

### **5. PROJECT MANAGEMENT APPROACH AND IMPLEMENTATION METHODOLOGIES**

#### **5.1. Overview of Implementation METHODOLOGY**

Cook County will be assigned a dedicated Origami Service Professional who will work with County staff throughout the implementation process and as County transition from implementation to production to ensure that yCounty business objectives are met.

For the implementation, Origami's project management methodology utilizes many best practices designed by the Project Management Institute. We focus on Planning, Execution, Monitoring, Controlling and Closing. Origami project plans will identify responsibilities for Origami Risk as well as Cook County. We will utilize proper change control documents to keep track of iterative decisions made by the team throughout the process. Once the agreement is complete, Origami Risk will assign a Service Director, a Data Integration Specialist, and a Project Manager for the County's implementation and introduce the team during the kickoff meeting.

Origami Risk was designed to maximize automation and quality within the software. Origami will avoid the repetitive manual processes and system tasks that drive up the service costs of other RMIS vendors.

This attention to automation and ease of use frees our team to focus on collaborating with your risk management team to insure that the system supports your risk management objectives (reducing risk and claims related costs, improving claims handling efficiency and decisions, delivering meaningful management reports, and more).

## 5.2. Project Methodology

Origami will use an agile project management methodology utilizing many best practices designed by the Project Management Institute. We focus on Planning, Execution, Monitoring, Controlling and Closing. Our project plans will identify responsibilities for Origami Risk as well as Cook County. We will utilize proper change control documents to keep track of iterative decisions made by the team throughout the process. We will ask to hold at a minimum, weekly project status meetings via conference call with key members of the project team.

## 5.3. Resources

### Roles and Responsibilities

- Project Team -
  - Project Board (Origami and County)
  - Project Executive (overall responsibility and final decision maker for County))
  - Origami Service Director (Origami)
  - System Administrator (SME and final decision maker)
  - Project Managers (County and Origami)
  - Data Integration Specialist (Origami)
  - Team Members (Origami and County individuals responsible for tasks, deliverables, UAT, signoff, etc...)

### **County Roles**

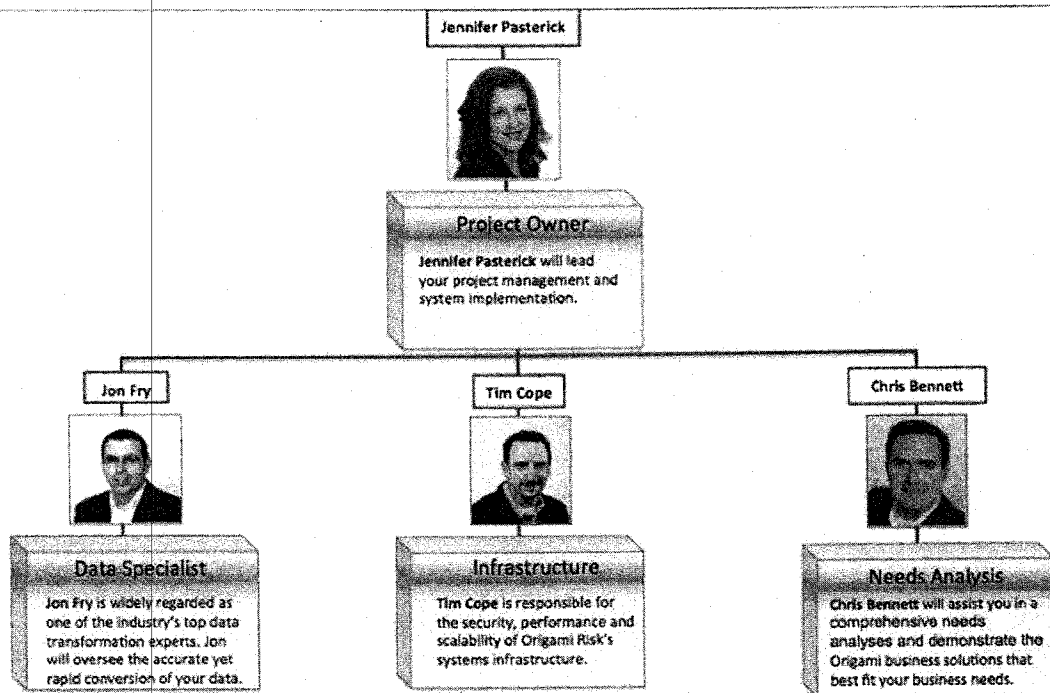
County will identify a Project Manager ("County PM") and a System Administrator ("County SA") who will be responsible for working with Origami to implement Origami and to provide ongoing production support to County Users. The County SA and, from time to time, other County employees will be available to provide timely direction and feedback as needed by Origami to complete the Origami tasks in this SOW. The County SA will also be responsible for setting up, assigning security rights, and maintaining user IDs for all Users.

### **Origami Roles**

Origami will identify an Origami Service Director ("Origami Team Lead", a Project Manager ("Origami PM") a Data Integration Specialist, and may from time to time introduce other project team members as needed to help complete project specific tasks.

▪ **KEY PERSONNEL**

- Role/Title matrix (Origami Team) – The following chart lists the proposed Origami project team



ORIGAMIRISK

- Availability (on-site/off site) - As a cloud based solution, a majority of the implementation work will be done at the Origami office, but during the course of the implementation there will be times when we request onsite working meetings with key members of the Cook County project team.
- Out of state –travel expenses required - Travel, if required, is billed as incurred and we will follow County procedures for getting approval before any billable travel. The Cook County Project Owner, Jennifer Pasterick, is based in Chicago and so we will not need to bill travel for any time that Jennifer spends onsite with the County team.
- Subcontracting or teaming MBE/WBE participation – N/A

**5.4. Project Management**

*Origami will:*

- Provide a detailed project plan including deliverables and timeframes and update document as needed throughout life of project.
- Provide weekly status reports including milestones, dependencies, and significant issues affecting the implementation.
- Designate an implementation project manager who will be responsible for the implementation.
- Provide all documentation.

*County will:*

- Designate a System Administrator (SA) who will be responsible for working with Origami during the implementation, through go-live and on-going production.
- Designate a project manager for the project who will sign off on key decisions and milestones.
- Provide access to employees and vendors of County as needed to complete the implementation.
- Provide timely responses to requests by Origami as needed to complete the implementation.
- Ensure that County staff and vendors provide information as needed.

**5.5. Project Task List and Timeline**

The project plan is listed below, starting dates and the associated completion dates, will be modified upon kickoff of the project. We will work with County project team on a weekly basis to make any modifications or changes as requested/required through the life of the implementation project.



% Complete	Critical Path	TASK	Start Date	Finish Date	# of workdays	Resources	Comments
<b>Origami Implementation for Cook County</b>							
<i>Project Initiation</i>							
0%		Signed Statement of Work	6/3/2015	6/3/2015	1	Cook County	
0%		Kickoff Meeting	6/5/2015	6/5/2015	1	Cook County, Origami	
0%		Working Meeting	6/10/2015	6/10/2015	1	Cook County, Origami	
0%		Establish recurring meeting schedule	6/10/2015	6/10/2015	1	Cook County, Origami	
<i>General System Configuration</i>							
<i>General System Configuration - Design Phase</i>							
0%		Receive list of users and security needs	6/12/2015	6/12/2015	1	Cook County	
0%		Receive list of locations and hierarchy	6/12/2015	6/12/2015	1	Cook County	
0%		Receive list of fiscal and policy periods for setup in system	6/12/2015	6/12/2015	1	Cook County	
0%		Receive list of fields for incident entry and claim screens	6/12/2015	6/12/2015	1	Cook County	
0%		Receive policy listing	6/12/2015	6/12/2015	1	Cook County	
0%		Receive list of exposure value types and applicable information	6/12/2015	6/12/2015	1	Cook County	
0%		Receive list of COPE data and applicable information	6/12/2015	6/12/2015	1	Cook County	
<i>General System Configuration - Build Phase</i>							
0%		Configure User Ids for 40 Licensed Users	6/13/2015	6/21/2015	5	Origami	
0%		Configure Security Roles and Other User-specific security	6/13/2015	6/21/2015	5	Origami	
0%		Configure fiscal and policy periods	6/13/2015	6/18/2015	4	Origami	
0%		Add and Configure Locations	6/13/2015	6/21/2015	5	Origami	
0%		Configure Policy Module and load Policies	6/13/2015	6/19/2015	5	Origami	
0%		Configure Exposure Values and COPE	7/1/2015	7/5/2015	3	Origami	
0%		Configure Field Labels	7/1/2015	7/8/2015	6	Origami	
0%		Add Codes	7/1/2015	7/5/2015	3	Origami	
0%		Configure Forms (screens)	7/1/2015	7/15/2015	11	Origami	
0%		Design and configure claim intake process	7/1/2015	7/15/2015	11	Origami	
<i>General System Configuration - Test Phase</i>							
0%		Test User Setup	6/22/2015	7/3/2015	10	Cook County	
0%		Test Security Configuration	6/22/2015	7/3/2015	10	Cook County	
0%		Test Location Load	6/22/2015	7/3/2015	10	Cook County	
0%		Test Policy Load	6/20/2015	7/1/2015	8	Cook County	
0%		Test Value Type Setup and COPE	7/8/2015	7/15/2015	6	Cook County	
0%		Test Screen Design and Code Setup	7/16/2015	8/9/2015	17	Cook County	
0%		Test claim intake process	7/16/2015	8/9/2015	17	Cook County	
<i>Forms Configuration</i>							
<i>Forms Configuration - Design Phase</i>							
0%		Receive copy of Release of Medical Record form	6/12/2015	6/12/2015	1	Cook County	
0%		Receive copy of Claim approval, denial and termination letters	6/12/2015	6/12/2015	1	Cook County	
0%		Receive Claimant Notification letter	6/12/2015	6/12/2015	1	Cook County	
<i>Forms Configuration - Build Phase</i>							
0%		Configure Release of Medical Record form	6/13/2015	6/21/2015	5	Origami	
0%		Configure Claim approval, denial and termination letters	6/13/2015	6/21/2015	5	Origami	
0%		Configure Claimant Notification letter	6/13/2015	6/21/2015	5	Origami	
<i>Forms Configuration - Test Phase</i>							
0%		Test Release of Medical Record form	6/24/2015	7/2/2015	7	Cook County, Origami	
0%		Test Claim approval, denial and termination letters	6/24/2015	7/2/2015	7	Cook County, Origami	
0%		Test Claimant Notification letter	6/24/2015	7/2/2015	7	Cook County, Origami	
<i>Data Conversions</i>							
<i>RS David System Conversion</i>							
<i>Data Conversion Design Phase</i>							
0%		Send RS David Data Request Letter	6/5/2015	6/5/2015	1	Cook County	
0%		Receive RS David data layout	6/10/2015	6/10/2015	1	David	
0%		Receive RS David data Files	6/10/2015	6/10/2015	1	David	
<i>Data Conversion Build Phase</i>							
0%		Configure RS David Master Conversion	6/11/2015	7/1/2015	15	Origami	
0%		Load RS David data via conversion	7/2/2015	7/5/2015	2	Origami	
0%		Unit Test RS David data	7/8/2015	7/15/2015	6	Origami	
<i>Data Conversion Test Phase</i>							
0%		Test RS David data conversion	7/16/2015	8/9/2015	17	Cook County	
<i>Medical Bill Review - Genex</i>							
0%		Receive Data Layout and Requirements for Genex Import and Export	6/17/2015	6/17/2015	1	Genex	
0%		Configure Genex Medical Bill Import and Export	8/11/2015	9/1/2015	16	Origami	
0%		Receive Genex Test File	9/4/2015	9/4/2015	1	Genex	
0%		Unit Test Med Bill Review with Genex	9/4/2015	9/22/2015	13	Origami, Genex	
<i>Interface - JD Edwards One World</i>							
0%		Receive Data Layout and Requirements for Import and Export	6/17/2015	6/17/2015	1	Cook County	
0%		Receive Test File	6/30/2015	7/1/2015	2	Cook County	
0%		Configure JD Edwards One World Export/Import	6/30/2015	7/18/2015	14	Origami	
0%		Unit Test JD Edwards One World Export/Import	8/4/2015	8/20/2015	13	Origami, Cook County	
<i>Interface - CC State Attorney Office Law Calendar System</i>							
0%		Receive Data Layout and Requirements for Import and Export	6/17/2015	6/17/2015	1	Cook County	
0%		Receive Test File	6/30/2015	6/30/2015	0	Cook County	
0%		Configure Law Calendar Export/Import	6/30/2015	7/18/2015	14	Origami	
0%		Unit Test Law Calendar Export/Import	8/4/2015	8/20/2015	13	Origami, Cook County	
<i>CMS Reporting</i>							
0%		Design CMS Reporting	9/4/2015	9/15/2015	8	Origami	

## 5.6. Contract Change Management

Any requests for changes to deliverables not mentioned in this SOW will require a change order form which will include, at a minimum, the following:

- Requestor (name and job title)
- Date of submission
- Reason for change
- Benefits of the change

Change orders will be reviewed by Origami and Cook County project managers and upon approval, passed on to the project board for review. The creator of the request will be notified when a change order has been approved, rejected or additional information has been requested by the project board. Any change order that is agreed upon by the parties to be out of scope shall be addressed in a separate contract.

## 6. IMPLEMENTATION APPROACH ACTIVITIES ,DELIVERABLES, ACCEPTANCE

### 6.1. Discovery and Reengineering Approach

- Organizational (Human) Change Approach
  - In addition to weekly project review/working meetings via webinar throughout the duration of the project, Origami will meet with County staff through a series of onsite working meetings to review the system functionality for each process and user group as identified. Origami recommend at least two working meetings at a minimum, but may adjust to add additional days based on outcome and feedback from both the Origami and County project teams. Origami's goal in revising County processes will be to separate the underlying business objectives from the currently implemented business and system process since the current process may have been driven by the technology available and in use at the time the process was set up. Origami can then propose alternatives to meeting the same underlying business objective in a more streamlined and automated fashion. Since change is disruptive, the goal is to introduce efficiency gains in each process so that users recognize a benefit and not just a change for change sake.

### 6.2. Requirements Validation and System Design

- Requirements Analysis and Design
 

During working meetings and weekly project meetings, the Origami project team will work with appropriate county staff to review screens, underlying data elements, and current workflows as well as to identify pain points and inefficiencies in the usage of the existing Risk Management information system. Through collaboration of the project teams, we will define the 'critical path' for a system configuration that includes all of the functionality required to transition with enhanced workflow and efficiencies.

  - Origami will use an engaged, iterative approach, including at a minimum weekly hour long project meetings via webinar, with the County for the implementation. Origami recommend at least two working meetings for requirements validation and system design at a minimum, but may adjust to add additional days based on outcome and feedback from both the Origami and County project teams. We have

found that Origami's method not only serves to shorten the time of the implementation, but also better ensures that the business user needs are met at the end of the system configuration.

- Members of the County project team will be given access to their test environment in the system and work will begin immediately following the kickoff meeting on some of the basic configuration.
- Weekly meetings will be held to review changes made the previous week and to define and discuss the work for the upcoming week. Decisions made by the group will be documented along the way. By engaging with the system during the analysis and design phase, decisions can be made that best resolve the business issue using the technology in Origami.

### 6.3. System Configuration

#### Configurations

Based on the analysis of the existing Risk Management Information System and outcome of working meetings, Origami staff will configure the system to meet client requirements. Configurations will include data capture and entry screens, location hierarchy for the County, Workflow events and notifications, forms and letter templates and system security as detailed in Section 8 of this Statement of Work

#### *County will:*

- Provide specifications, direction, and review/feedback in a timely manner as needed/requested by Origami during the project.
- Provide any Loss Development Factors in a spreadsheet format that county staff wish to use for the purpose of forecast reporting.
- Provide access to appropriate technical staff for the purpose of implementing Single Sign On using the SAML 2.0 protocol via Microsoft AD FS.
- With training and guidance provided by Origami, configure additional default dashboards, fields, forms, user roles, distribution lists, reports and other features as needed by County beyond what is anticipated/described in this Statement of Work.

#### *Origami will:*

- Configure codes, fields and field labels for claims and incidents for Worker's Compensation and up to 2 additional coverages.
- Develop the claim forms for up to 3 coverages.
- Develop the incident form for up to 3 coverages.
- Configure up to 36 workflow events and corresponding actions using Origami Data Entry Events
- Configure Zip Code Lookup to automatically populate City and State fields

- Configure Litigation Calendar to allow for appointment tracking and scheduling
- Configure color coded alert when identified special drugs are flagged on a claim
- Configure Duplicate Incident Checking
- Configure up to 16 Claim Forms and Letter Templates
- Configure up to 2 dashboards using standard Origami dashboard panels.
- Assist client in loading Loss Development Factors for use in forecast reporting using standard forecasting report templates
- Work with County technical staff to configure Single Sign On using SAML 2.0 protocol via Microsoft AD FS.
- Configure up to 6 custom report templates to replicate existing Cook County reports.
- Configure up to 12 reports using standard Origami RMIS templates.
- Configure up to 2 report distribution lists.

#### 6.4. Quality Assurance

Origami will:

- Develop test plan to cover interface/integration testing and data migration testing. Each section of testing shall contain specific test cases.
- Include in the test plan the scope and overall approach of the testing, a reference to any associated documents, and a definition of how defects will be tracked/managed for purposes of the project.
- Include in the test plan the schedule of when testing is to occur.
- Include in the test plan the environment(s) in which testing is to occur.
- Jointly review the test plan with the Cook County to confirm that it meets the County's needs. This process may be iterative. Origami will update the test plan based on feedback from the iterations.
- For interface Data Exports, work with Cook County staff to develop test cases that include a list of records expected to be pulled for export and a definition of the file layout to be produced
- For interface Data imports, work with Cook County staff to develop test cases that include a list of records to be imported, the expected field mappings for the import and a method for validating that the data was imported successfully.
- For Data Migration, work with Cook County staff to develop test cases that include file summary level control totals for aggregate

validation, the expected field mappings for the migration, and a list of specific records to do line by line data validation.

- Execute the tests in its test plan. Test execution is to be observable by County staff. (If jointly agreed, some tests may be run without direct observation as long as test results are documented and reviewed with County staff.)
- Enable exploratory testing by the County to look for potential issues.
- Correct issues identified in Origami or County testing.
- Assist the County in the execution of the acceptance test plan as needed.

County will:

- Do exploratory testing against the system and provide results to Origami.
- Work with Origami Risk staff, when appropriate, to assist in development of test plans for interfaces and migration.
- Provide a user acceptance test plan. The UAT plan shall contain specific test cases. These are likely to be a subset of those defined in the functional test plan.
- Jointly review the Origami test plan to determine if it meets the County's needs.
- Execute the user acceptance test plan.

## 6.5. Knowledge Transfer and Training

County will:

- Provide Origami with a list of identified employees to be trained, and provide training requirements and preferred approach.
- If training is to be provided in County office, provide appropriate meeting place and internet access so Origami can perform the training and also provide for transportation and other expenses for County employees who attend training.

Origami will:

- Provide 24 hours of on-site training to County Users
- Training will be provided at County offices
- Training can be provided in several sessions with exact number of sessions to be determined by mutual agreement between County and Origami.
- Documentation – including operations and technical manuals and help available online  
Training documentation and follow-up material will serve as a user reference after training has been completed. As a recently

designed pure web application, Origami Risk is much more intuitive than most RMIS systems. County Staff will be able to access OrigamiTV which provides how-to video demonstrations for most key features of the system.

#### **6.6. Transition/Cutover Approach**

- Support and Maintenance  
After the implementation is completed and the County officially completes go-live, this section of the SOW will describe Origami services through the remainder of the term of this SOW.

#### **6.7. Professional Services**

- This Statement of Work (SOW) includes up to 32 hours of Professional Services in the first year, up to 48 hours in the second year, and up to 48 hours in the third year. Professional Services include any work performed by Origami professionals on behalf of Client. Examples include:
  - - Helpdesk support for users
  - - User Training
  - - General assistance utilizing the System
  - - Configuration of new features for Client's use
  - - Maintenance of screens and system configurations as workflows evolve
  - - Configuration of customized reports
  - - Maintenance or modification of any import or export scripts
  - - Project management tasks and administration

#### **6.8. New version release schedule**

From time to time Origami makes plans to release updated software to our customers (on average a new release has been deployed every 8 weeks over the last 2 years). Once the development of the upgrade has been completed and tested by developers, the Origami development team initiates quality assurance testing including unit testing, integration testing, and feature testing. When the development team is satisfied that the software is ready, the build is deployed to the staging environment. The staging deployment will include the upgrade of the software as well as copies of some client data. When Origami management is satisfied with the quality of the deployed release, we set a schedule for the release to our production environment and notify our clients. Clients are informed at least one week in advance of release.

## 6.9. Backup and Recovery Procedures –

### Data Backup

All data maintained within the Origami database goes through a backup process. Backups occur on multiple levels to provide for redundancy, reliability and multiple recovery paths.

Database level backups are taken incrementally for Client data. These backups occur at 15 minute intervals and include all database transactions. Incremental backups also occur nightly. Full backups occur weekly for client data. Origami shared, support and common data is backed up on a nightly basis. Full backups are taken weekly for this data set as well. All incremental backups are taken on disk volumes separate from where the original data resides.

Backup media is backed up to separate physical media within the Amazon S3 environment on a weekly basis. This media is in turn mirrored and backup up within the Amazon infrastructure, providing an added level of redundancy.

All backups are monitored by Origami personnel. Backup failures are acted upon in a timely fashion to assure constant coverage of client data.

### 6.10. Data Recovery

Origami recognizes that database backup processes go hand in hand with recovery processes. Unless you can recover Client data from backups and minimize business interruption due to database failures, even the most robust backup procedures can be proven useless. For this reason, Origami personnel exercise database recovery procedures no less frequently than semi-annually.

Please see Exhibit C Service Level Agreement for system availability, backup and recovery, service requests, security, and data updates.

### 6.11. Contract Performance Review and Acceptance

Origami considers acceptance to be when Client is using Origami in a Live Environment. Origami will ask the County to complete an implementation questionnaire to provide feedback on the implementation process after the implementation is complete.

### 6.12. Application

#### *Origami Licenses Included for County*

- Claims Administration Licenses: **20**. These licenses have access to all the features and capabilities of Origami Risk except those features that require a third party agreement, identified below.
- Full User Licenses: **20**. These licenses have access to all the capabilities and features of Origami Risk except for check writing, CMS 111, and those features that require a third party agreement, identified below.
- Light User Licenses: **0**. These licenses have access only to the dashboard, incidents, view-only access to claims, transactions, tasks, and notes, and running reports.

- Enterprise Incident Entry Licenses: Up to **2,000** incidents annually. These licenses have data access only to the incident module of Origami.
- Features that require a third party agreement, usually for an additional fee, to be enabled in Origami include:
  - CMS 111 using a third party provider.
  - Advise policy benchmarking.
  - EDI state compliance reporting Predictive analytics

## 7. CRITICAL SUCCESS FACTORS

Prior to embarking on the definition work for all in scope processes, Origami will set expectations and objectives through the creation of a Project Definition Document. The Project Definition Document will identify the direction and scope of the project, to ensure the goals are achieved.

Critical Success Factors are closely aligned to the County's business goals to ensure we are obtaining success and driving the strategy forward. These are discovered during the project initiation phase and will be monitored closely throughout the project. The initial factors have been identified as:

1. Review of Cook County Risk Management current processes and make recommendations which can be adopted in order to streamline/reengineer the current processes.
2. Installation of Risk Management tool for providing process refinement and gain visibility into incidents and claims management.
3. Configuration of the Risk Management Information System to automate processes and streamline workloads.
4. Increase operational visibility providing department the ability to view their own data
5. Utilization of automation in recording and tracking of reserves and payments
6. Reduction of paper processes, manual steps, and processing time
7. Enable robust statistical analysis and research
8. Improved reporting through the use of canned reports, dashboards, Ad Hoc reporting, and scheduled reports.

Origami will create the Project Definition Document where the following will be defined:

- Business Case
  - Project Objectives
  - Project Scope
  - Project Deliverables
  - Project Constraints
  - Project Assumptions
  - Estimated Costs and Budget
  - Quality Plan and Acceptance Criteria
  - Communication Plan
  - Initial Project Plan with timelines
  - Initial Risk Log
  - Critical Success Factors and Key Performance Indicators
  - Create working meeting agendas and attendee lists



- In addition, any specific County standard, policies or requirements with regard to system testing, user acceptance testing, documentation or review should be discussed at this time.

## 8. PRICING

The first year fee for Origami licenses and services listed above in this statement of work is \$183,940

50% of the payment for year one is due on the signing of this SOW and 50% is due after the implementation is completed and the County officially completes go-live.

The Fee in ongoing years for the licenses and services listed above in this Statement of Work is \$77,380

Payments for year 2 and 3 are due by the anniversary date of the contract.

8.1. If needed, additional services can be purchased through an addendum to this contract.

### Rates for Additional Services

#### Licensing:

- Claims Administration Licenses: \$1300 per additional license
- Full User Licenses: **\$900 per additional license**
- Light User Licenses: **\$400 per additional license**
- Enterprise Incident Entry Licenses: **\$10,000 for up to 5000 incidents annually, \$15,000 for up to 10,000 incidents annually**

#### Data Hosting:

- Claims Storage: **\$20,000 for up to 75,000 claims and associated information**
- Binary File Attachment Storage: **\$2000 per additional 100 Gigabyte of storage**

When added, services will be billed as defined above or ,for any other services, at the current rate charged by Origami at the time the additional services are requested.

PRICING

**Not to Exceed Amount: \$338,700.00**

**ATTACH EXHIBITS FOR THE FOLLOWING:**

- System Requirements Response Matrix
- Origami System Security Plan
- Origami Risk Operating Procedures
- Project Methodology and Templates
- Project Report (status report, meeting reports, Budget, etc.)
- Service Level Agreement – Exhibit C
- Sign off Document (Work acceptance Form)

**STATEMENT OF WORK APPROVAL**

The undersigned agree to this Statement of Work.

ORIGAMI RISK LLC

**Cook County**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print Name)

Name: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

444 N. Orleans  
Chicago, IL 60654

**[CLIENT ADDRESS]**

Email: \_\_\_\_\_

Email: \_\_\_\_\_

EXHIBIT C

SERVICE LEVEL AGREEMENT (SLA)

SYSTEM AVAILABILITY

Origami Risk application and user access will be available 99.5% of the time. This includes holidays, weekends, and non-business hours. It does not include planned downtime. In normal circumstances, Origami Risk will schedule downtime between 8:00 PM CT and 7:00 AM CT. Origami Risk will post system availability statistics quarterly.

BACKUP AND RECOVERY

Origami currently backs up transactions every 15 minutes. An incremental database backup is performed nightly and a full backup is performed weekly. Backups are stored off site via Amazon S3, which has multiple redundancy and 99.99999999% durability and 99.99% availability of objects over a given year. Periodic database restore tests are performed to validate that backups are valid.

NOTICES

Two email subscription options are available to each Origami Risk user. These determine the type of communication that they will receive from Origami Risk.

- Emergency: Receive emails concerning outages and other system problems
- Maintenance: Receive emails concerning scheduled maintenance on the system.

SERVICE REQUESTS

Origami Risk will respond to service related incidents or issues within the following time frames:

Urgent Requests

An urgent request for service concerns a new development that significantly affects a major business task with no workaround. Client will request urgent support by sending an email to [support@origamirisk.com](mailto:support@origamirisk.com) with the word "Urgent" in the subject line. An urgent request made between 7:00 AM CT and 8:00 PM CT will typically be responded to immediately but in no case in more than 2 hours from notice. The target resolution time for an urgent issue is as soon as possible.

Client may also call any member of the Origami Risk support team directly.

### Normal Requests

A normal request for service is any service request that is not urgent. A normal service request will typically be responded to within one business day. Client will request support by sending an email to [support@origamirisk.com](mailto:support@origamirisk.com). Client may also call or email any member of the Origami Risk support team directly.

### SECURITY

Any access to Origami Risk requires a unique user id and password. Passwords must adhere to standard password security rules including minimum length and complexity. Origami Risk uses a role-based security model. Client is responsible for assigning and maintaining role, location, and coverage security for users. Client System Administrators can use the tools in Origami Risk to review and change security rights, edit the user profile, and reset the password. User passwords are encrypted in the Origami database using a one-way SHA-1 hash algorithm.

System locks out user after 5 login attempts with an incorrect password. An administrative user must then reset the user's password and unlock the user account.

Origami Risk uses SSL with 128 bit encryption for all communications over http. Production Origami databases are fully encrypted using 256 bit AES encryption.

Claim, Transaction, and Notes data sent to the Origami Risk FTP site must be encrypted using at least 128 bits. Origami uses Open PGP for file encryption and can provide an encryption key to be used by the client. Origami Risk will keep the files on a secured files system in encrypted format except during the import process. When the import process is completed, unencrypted files are removed from the system.

### DATA UPDATES

Claim data updates configured for straight through processing and are received by the Origami Risk FTP server will be uploaded, converted and available for exception handling within 8 hours. Claim data must be in a consistent and agreed upon format, encrypted, and named properly.

EXHIBIT 4

Schedule of Compensation

EXHIBIT 5

Business Associate Agreement



**EXHIBIT 5**

**BUSINESS ASSOCIATE AGREEMENT**

This Agreement is made effective August 1, 2015, by and between the County of Cook, hereinafter referred to as "Covered Entity", and Origami Risk LLC hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

Business Associate may have access to Protected Health Information ("PHI") from or on behalf of Covered Entity. To the extent applicable, the Parties desire to meet their respective obligations under the Health Insurance Portability and Accountability Act of 1996, as amended (the "Act"). The HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified in the Code of Federal Regulations ("C.F.R.") at 45 C.F.R. parts 160 and 164, Pub. Law No. 104-191 (collectively, "HIPAA") and the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations (collectively, "HITECH").

Business Associate agrees that as of the effective date this Agreement it shall abide by the provisions of this Agreement with respect to any Protected Health Information or Electronic Protected Health Information (as defined below).

**1. DEFINITIONS**

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.

- (a). Breach. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information subject to the exceptions set forth in 45 C.F.R. 164.402.
- (b). Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean the entity named above.
- (c). Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean Cook County.
- (d). Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "Electronic Protected Health Information" in 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- (e). Individual. "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).
- (f). Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health

Information at 45 C.F.R. part 160 and part 164.

- (g). Protected Health Information. "Protected Health Information" or PHI shall have the same meaning as the term "Protected Health Information" in 45 C.F.R. 106.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
- (h). Required By Law. "Required By Law" shall have the same meaning as the term "Required By Law" in 45 C.F.R. 164.103.
- (i). Secretary. "Secretary" shall mean the Secretary of the U.S Department of Health and Human Services or his designee.
- (j). Security Rule. "Security Rule" shall mean the Security Standards at 45 C.F.R. parts 160, and 164.
- (k). Unsecured Protected Health Information. "Unsecured Protected Health Information" shall mean Protected Health Information is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.

2. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

- (a). For purposes of this Part 2, Business Associate shall ensure that any obligations set forth herein shall apply to any of its employees, agents, consultants, contractors or subcontractors or assigns who creates, receives, maintains or transmits Covered Entity's Protected Health Information.
- (b). Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- (c). Business Associate shall maintain such administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Privacy Rule, Security Rule, and the HITECH Act.
- (d). Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- (e). Business Associate must, following the discovery by Business Associate of any appearance of a Breach, non-permitted use or disclosure, security incident, or other incident affecting unsecured Protected Health Information notify the Cook County Department of Risk Management and the Office of the Chief Procurement Officer without unreasonable delay, and no later than 10 days from the date that the Business Associate discovers such Breach, non-permitted use or disclosure, security incident, or other incident Business Associate shall provide any reports or notices required by HIPAA as a result of Business Associate's discovery. On behalf of Cook County, Business Associate will provide such reports or notices to any party or entity (including but not limited to media, Secretary, and individuals affected by the Breach) to which Business Associate is required by law to send. Business Associate agrees to pay the costs associated with notifying individuals affected by the Breach, which may include, but are not limited to, paper, printing, and mailing costs, but only if such breach was directly caused by Business Associate's breach of the PSA.
- (f). If applicable, Business Associate shall provide access, at the request of Covered Entity, and in a

reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual or an individual's designee in order to meet the requirements under 45 C.F.R. 164.524.

- (g). Business Associate shall, when directed by Covered Entity, make amendment(s) to Protected Health Information in a Designated Record Set in a reasonable time and manner, or take other measures as necessary, as required by 45 C.F.R. 164.526.
- (h). Business Associate shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA and the HITECH Act.
- (i). Business Associate shall restrict disclosure of an Individual's Protected Health Information as directed by Covered Entity.
- (j). Business Associate shall provide to Covered Entity when requested for a specific individual, in a reasonable time and manner, an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. 164.528.
- (k). To the extent Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

3. **PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

- 3.1 For purposes of this Part 3, Business Associate shall ensure that any of its employees, agents, consultants, contractors or subcontractors or assigns who creates, receives, maintains or transmits Covered Entity's Protected Health Information shall comply with the provisions set for herein.
- (a). Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as set forth in this Agreement and in the PSA.
  - (b). Business Associate may use or disclose Protected Health Information as Required by Law.
  - (c). Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.
  - (d). Business Associate may not use or disclose Protected Health Information in a manner that would violate the Privacy Rule if done by Covered Entity, except for the specific uses and disclosures set forth below in Section 3.2.
  - (e). Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 164.502(j)(1).
  - (f). Except as otherwise limited in this Agreement, Business Associate may use Protected

Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- (g). Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (h). Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

### 3.2 Data Ownership

Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all Protected Health Information of Covered Entity that Business Associate creates, receives, maintains or transmits and that such all such right, title, and interest is vested in Covered Entity; nor shall Business Associate nor any of its employees, agents, consultants or assigns have any right, title or interest to any of the Protected Health Information. Business Associate shall not use the Protected Health Information in any form including, but not limited to, stripped, de-identified, or aggregated information, or statistical information derived from or in connection with the Protected Health Information, except as expressly set forth in this Agreement and in the PSA. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any Protected Health Information without Covered Entity's express written consent, except as otherwise set forth in the PSA or in connection with Covered Entity's use of the Services (as defined in the PSA).

## 4. OBLIGATIONS OF COVERED ENTITY

### 4.1 Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a). Covered Entity shall notify Business Associate itself of any limitation(s) in the Notice of Privacy Practices of Covered Entity, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b). Covered Entity shall notify Business Associate itself of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- (c). Covered Entity shall notify Business Associate itself of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to as provided in 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's

use or disclosure of Protected Health Information.

- (d). Covered Entity shall obtain any consent, authorization or permission that may be required by the Privacy Rule or applicable state law and/or regulations prior to furnishing Business Associate Protected Health Information.

#### 4.2 Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity except for uses and disclosures under Section 3.2.

### 5. TERMINATION

- (a). Term. This Agreement shall be effective as of the Effective Date, and shall either terminate upon termination of the PSA.
  
- (b). Effect of Termination.
  - 1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, received, or maintained by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of consultants, contractors, subcontractors, employees or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  
  - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make returning or destroying it infeasible. If Covered Entity agrees that such return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
  
  - 3. The provisions of this Section 5(b), Effect of Termination, shall survive the termination of this Agreement.

6. **MITIGATION**

- (a). Mitigation. To the extent known or reasonably foreseeable, Business Associate agrees to use commercially reasonable efforts to mitigate, to the extent practicable, any harmful effect resulting from a use or disclosure of Protected Health Information by Business Associate or its agents in violation of the terms of this Agreement.

7. **MISCELLANEOUS**

- (a). Regulatory References. A reference in this Agreement to a Section in HIPAA or the HITECH Act means the Section as in effect or as amended.
- (b). Amendment. The Parties agree to meet and confer regarding amendment of this Agreement from time to time as is necessary for either Party or both Parties to comply with the requirements of HIPAA and the HITECH Act. Any amendment, however, must be mutually agreed upon by the Parties in writing. In the event the Parties are, for any reason, unable to agree on an acceptable amendment, either Party may terminate this Agreement on written notice to the other Party.
- (c). Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Parties to comply with the HIPAA and the HITECH Act as may be amended from time to time.
- (d). Construction of Terms. The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the HITECH Act issued by HHS or the Office for Civil Rights ("OCR") from time to time.
- (e). No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

BUSINESS ASSOCIATE

COVERED ENTITY

\_\_\_\_\_  
TYPE OR PRINT YOUR NAME

\_\_\_\_\_  
TYPE OR PRINT YOUR NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

EXHIBIT 6

Minority and Women Owned Business Enterprise Commitment and Utilization Plan



**I.**

**POLICY AND GOALS**

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

<b>Contract Type</b>	<b>Goals</b>	
	<b>MBE</b>	<b>WBE</b>
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The Office of Contract Compliance The MBE/WBE participation goals for this Agreement is zero (0) percent** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

- E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.
- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

## II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

#### 1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect

Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

**Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

## 2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from [www.cookcountyl.gov/contractcompliance](http://www.cookcountyl.gov/contractcompliance).

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

## 3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from [www.cookcountyl.gov/contractcompliance](http://www.cookcountyl.gov/contractcompliance). The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

## B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient

evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

**Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

### **III. REDUCTION/WAIVER OF MBE/WBE GOALS**

#### **A. Granting or Denying a Reduction/Waiver Request.**

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer's Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

### **IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN**

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as

otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

#### **V. NON-COMPLIANCE**

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

#### **VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

#### **VII. EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:  
Contract Compliance Director  
Cook County  
118 North Clark Street, Room 1020  
Chicago, Illinois 60602  
(312) 603-5502

EXHIBIT 7

Evidence of Insurance

Client#: 82693

ORIGRIS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

PRODUCER: Select Business, Mesirow Insurance Services, 353 N. Clark Street, Chicago, IL 60654. CONTACT NAME: Jonathan Levin, PHONE: 312 595-6892, FAX: 312 595-4340, E-MAIL ADDRESS: jlevin@mesirowfinancialcom. INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Property Casualty Co. (25674), INSURER B: Travelers Casualty Ins. Co. (19046), INSURER C: Charter Oak Fire Insurance Co. (25615), INSURER D: Hartford Fire Insurance Company, INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (ZLP31M206001415), C AUTOMOBILE LIABILITY (BA4F08496014TEC), A UMBRELLA LIAB (ZUP71M20302), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (HEUB4F08647914), A Technology E&O (ZPL51M217701415).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Certificate issued as evidence of coverage.

CERTIFICATE HOLDER: Cook County Government, Office of the Chief of Procurement, 118 N Clark, Room 1018, Chicago, IL 60602. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

EXHIBIT 8

Board Authorization





# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Details (With Text)

**File #:** 15-4266      **Version:** 1      **Name:** Origami Risk LLC, Chicago, Illinois Risk Management Information System Contract  
**Type:** Contract (Technology)      **Status:** Approved  
**File created:** 6/29/2015      **In control:** Board of Commissioners  
**On agenda:** 7/29/2015      **Final action:** 7/29/2015  
**Title:** PROPOSED CONTRACT (TECHNOLOGY)

Department(s): Risk Management

Vendor: Origami Risk LLC, Chicago, Illinois

Request: Authorization for the Chief Procurement Officer to enter into and execute contract

Good(s) or Service(s): Risk Management Information System (RMIS)

Contract Value: \$338,700.00

Contract period: 8/1/2015 - 7/31/2018 with two (2) three (3) year options for renewal

Potential Fiscal Year Budget Impact: FY 2015 \$183,940.00, FY 2016 \$77,380.00, FY 2017 \$77,380.00

Accounts: 490-260

Contract Number(s): 1425-13183

Concurrence(s):

The vendor has met the Minority and Women Owned Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

The Bureau of Technology Concurs

**Summary:** The Department of Risk Management respectfully submits this item requesting authorization for the Chief Procurement Officer to award a contract to Origami Risk, LLC. (Origami). Origami will provide a claims management system required to support the accounting, financial management and reporting needs of the County. Origami is a software system which will allow Risk Management to combine independent claims systems for both workers compensation and liability claims into a unified, integrated claims platform resulting in operational efficiencies, standardized coding and the elimination of data fragmentation. Origami will work with Risk Management and Bureau of Technology to install, configure, and deploy the Origami Risk web SaaS solution which will serve as a single consolidated database of claims and risk data within Risk Management with a related dashboard, reporting features, and functionality. The States Attorney's Office and other departments will have access as needed.

Request for Proposals (RFP) procedures were followed in accordance with the Cook County Procurement Code. Origami Risk, LLC was recommended based on established evaluation criteria.

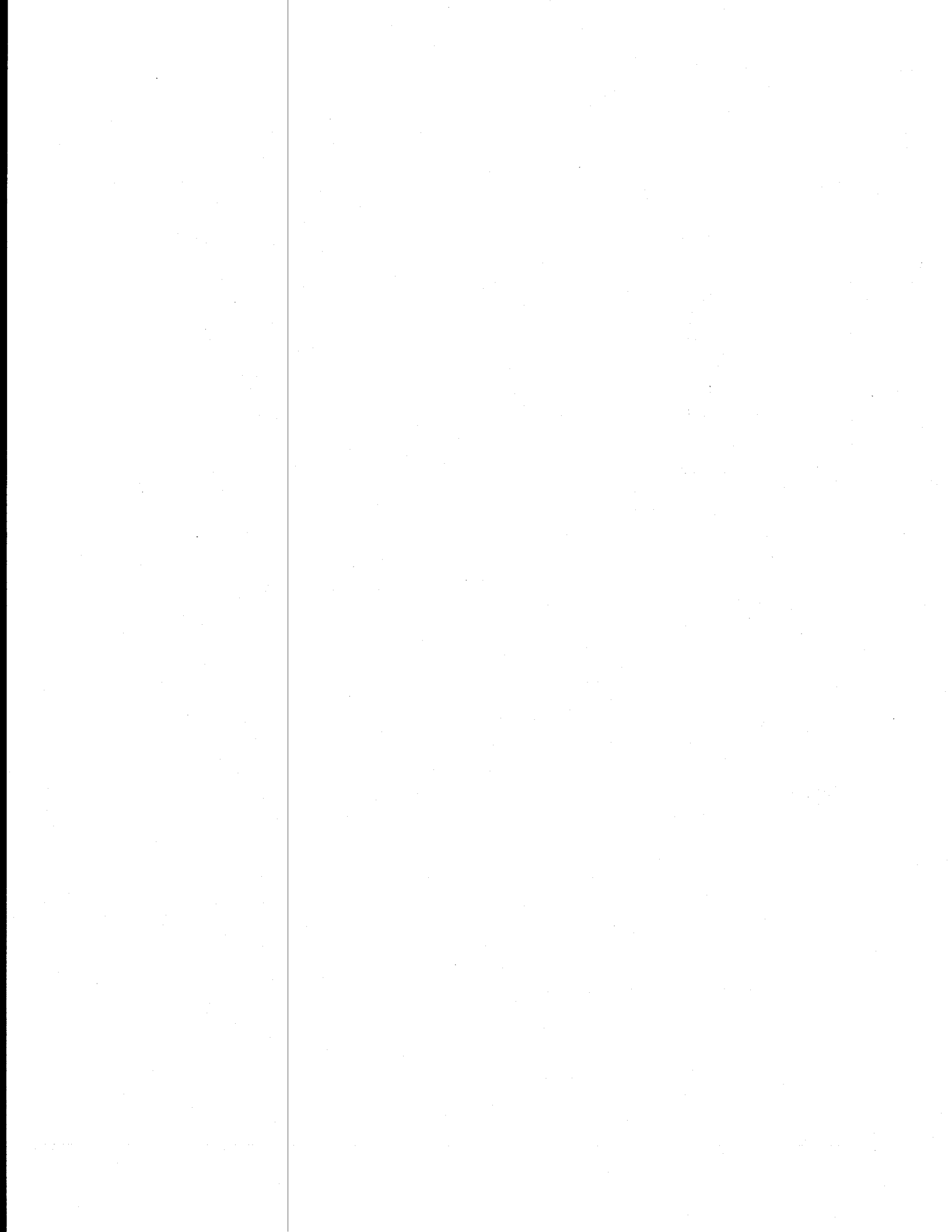
**Sponsors:**

**Indexes:** DEANNA ZALAS, Director, Department of Risk Management

**Code sections:**

EXHIBIT 9

Economic Disclosure Statement



**ECONOMIC DISCLOSURE STATEMENT**

**COOK COUNTY BOARD OF ETHICS  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304  
 312/603-9988 FAX 312/603-1011 TT/TDD**

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. Note: Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: [http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

**DEFINITIONS:**

**"Calendar year"** means January 1 to December 31 of each year.

**"Doing business"** for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

**"Familial relationship"** means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

Parent	Grandparent	Stepfather
Child	Grandchild	Stepmother
Brother	Father-in-law	Stepson
Sister	Mother-in-law	Stepdaughter
Aunt	Son-in-law	Stepbrother
Uncle	Daughter-in-law	Stepsister
Niece	Brother-in-law	Half-brother
Nephew	Sister-in-law	Half-sister

**"Person"** means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

**ECONOMIC DISCLOSURE STATEMENT****INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

**Definitions.** Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

**"Affiliated Entity"** means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

**"Bidder," "Proposer," "Undersigned," or "Applicant,"** is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

**"Proposal,"** for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

**"Code"** means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to [www.cookctyclerk.com](http://www.cookctyclerk.com), clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

**"Contractor" or "Contracting Party"** means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

**"EDS"** means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

**"Lobby" or "lobbying"** means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

**"Lobbyist"** means any person or entity who lobbies.

**"Prohibited Acts"** means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

**Sections 1 through 3: MBE/WBE Documentation.** Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

**Section 4: Certifications.** Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

**Section 5: Economic and Other Disclosures Statement.** Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**ECONOMIC DISCLOSURE STATEMENT**

**INSTRUCTIONS FOR COMPLETION OF  
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

**Sections 6, 7, 8, 9: Execution Forms.** The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

**Required Updates.** The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

**Additional Information.** The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at [www.cookcountygov.com](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.



**ECONOMIC DISCLOSURE STATEMENT**

**COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)**

M/WBE Firm: \_\_\_\_\_ Certifying Agency: \_\_\_\_\_  
 Address: \_\_\_\_\_ Certification Expiration Date: \_\_\_\_\_  
 City/State: \_\_\_\_\_ Zip: \_\_\_\_\_ FEIN #: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 Email: \_\_\_\_\_ Contract #: \_\_\_\_\_  
 Participation: \_\_\_\_\_ Direct \_\_\_\_\_ Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?  
 No \_\_\_\_\_ Yes \_\_\_\_\_ If " Yes", please attach explanation. Proposed Subcontractor: \_\_\_\_\_

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

\_\_\_\_\_  
 Signature (M/WBE)  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Firm Name  
 \_\_\_\_\_  
 Date  
 Subscribed and sworn before me  
 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 Notary Public \_\_\_\_\_  
 SEAL

\_\_\_\_\_  
 Signature (Prime Bidder/Proposer)  
 \_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Firm Name  
 \_\_\_\_\_  
 Date  
 Subscribed and sworn before me  
 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 Notary Public \_\_\_\_\_  
 SEAL



**ECONOMIC DISCLOSURE STATEMENT**

**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)**

**A. BIDDER/PROPOSER HEREBY REQUESTS:**

- FULL MBE WAIVER     FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- % of Reduction for MBE Participation
- % of Reduction for WBE Participation

**B. REASON FOR FULL/REDUCTION WAIVER REQUEST:**

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. (Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. (Please explain)
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the Percentage of total contract price represented by such MBE and/or WBE bid. (Please explain)
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. (Please explain)

**C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION:**

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. (Please attach)
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in business. (Please attach)
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. (Please attach)
- (4) Used the services and assistance of the Office of Contract Compliance staff. (Please explain)
- (5) Engaged MBEs & WBEs for indirect participation. (Please explain)

**D. OTHER RELEVANT INFORMATION:**

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

**In regards to Form EDS3 – Petition for Waiver of MBS/WBE Participation (Section 3), we have requested a full waiver of MBE/WBE participation under waiver request (2) – The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation.**

**Origami Risk is a Software as a Service (SaaS) offering and the software licensing and hosting services cannot be divided. We have several numerous government agencies at the local, state and federal level that we currently work with under our existing SaaS model without MBE/WBE participation.**

**ECONOMIC DISCLOSURE STATEMENT**

**CERTIFICATIONS (SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

**A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 et seq.;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, et seq.;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of nolo contendere to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

**C. DRUG FREE WORKPLACE ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

**D. DELINQUENCY IN PAYMENT OF TAXES**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

**E. HUMAN RIGHTS ORDINANCE**

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

**ECONOMIC DISCLOSURE STATEMENT**

**F. ILLINOIS HUMAN RIGHTS ACT**

**THE UNDERSIGNED HEREBY CERTIFIES THAT:** It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

**G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132**

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

**H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;**

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

**ECONOMIC DISCLOSURE STATEMENT**

**REQUIRED DISCLOSURES (SECTION 5)**

**1. DISCLOSURE OF LOBBYIST CONTACTS**

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address

**2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);**

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes \_\_\_\_\_ No  X

b) If yes, list business addresses within Cook County:

Origami Risk is headquartered at 444 N. Orleans in Chicago, but we employ a diverse workforce located in offices throughout the US and so do not have a majority of full-time employees in Cook County.

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes \_\_\_\_\_ No  X

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)**

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

**All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.**

**ECONOMIC DISCLOSURE STATEMENT**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

**PERMANENT INDEX NUMBER(S):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

b)  The Undersigned owns no real estate in Cook County.

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

\_\_\_\_\_

\_\_\_\_\_

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

**ECONOMIC DISCLOSURE STATEMENT**

**COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT**

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the  Applicant or  Stock/Beneficial Interest Holder

This Statement is an:  Original Statement or  Amended Statement

**Identifying Information:**

Name: Origami Risk LLC D/B/A: Origami Risk EIN NO.: 26-4060548

Street Address: 444 N. Orleans, Suite 100

City: Chicago State: IL Zip Code: 60654

Phone No.: (847) 786 - 2061

**Form of Legal Entity:**

- |   |                                      |   |  |
|---|--------------------------------------|---|--|
| <input type="checkbox"/> Sole Proprietor        | <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Trustee of Land Trust |
| <input type="checkbox"/> Business Trust         | <input type="checkbox"/> Estate      | <input type="checkbox"/> Association            | <input type="checkbox"/> Joint Venture         |
| <input type="checkbox"/> Other (describe) _____ |                                      |   |  |

Robert G. Petrie

CONTRACT NO. 1425-13183

ECONOMIC DISCLOSURE STATEMENT

**Ownership Interest Declaration:**

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Robert G. Petrie	516 Madison Avenue, Glencoe, IL 60022	40%
Stephen L. Fischer	423 Atlantic Avenue, Brooklyn, NY 11217	25%
Linus F. Concepcion	20 Trenhyt Avenue, Port Chester, NY 10573	20%
Tim Cope	626 Frederick Street, Ridgewood, NJ 07450	15%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [ ] Yes [ X ] No

If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

[ ] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.

[ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Robert G. Petrie

Name of Authorized Applicant/Holder Representative (please print or type) Title

12-1-15

President

Signature

rpetrie@origamirisk.com

Date

(847) 786 - 2060

E-mail address

Phone Number

Subscribed to and sworn before me

My commission expires:

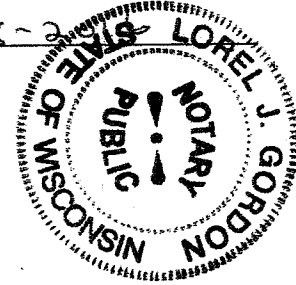
this 11 day of August, 2014

X Jared J. Gordon

Notary Public Signature

12-18-2

Notary Seal





Robert G. Petrie

CONTRACT NO. 1425-13183

ECONOMIC DISCLOSURE STATEMENT

**Ownership Interest Declaration:**

- List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Robert G. Petrie	516 Madison Avenue, Glencoe, IL 60022	40%
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- If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

- Is the Applicant constructively controlled by another person or Legal Entity? [     ] Yes [ X ] No  
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

**Declaration (check the applicable box):**

- [ ] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [ ] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Robert G. Petrie

Name of Authorized Applicant/Holder Representative (please print or type) Title

12-1-15

President

Signature

rpetrie@origamirisk.com

Date

(847) 786 - 2060

E-mail address

Phone Number

Subscribed to and sworn before me

My commission expires:

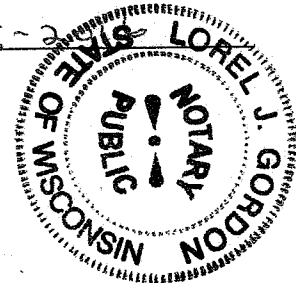
this 11 day of August, 2014

X Jorge J. Gordon

12-18-2

Notary Public Signature

Notary Seal



**ECONOMIC DISCLOSURE STATEMENT**

**COOK COUNTY BOARD OF ETHICS  
 69 W. WASHINGTON STREET, SUITE 3040  
 CHICAGO, ILLINOIS 60602  
 312/603-4304  
 312/603-9988 FAX 312/603-1011 TT/TDD**

**FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:**

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. Note: Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: [http://www.cookcountygov.com/taxonomy/ethics/Listings/cc\\_ethics\\_VendorList\\_.pdf](http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf)

**DEFINITIONS:**

**"Calendar year"** means January 1 to December 31 of each year.

**"Doing business"** for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

**"Familial relationship"** means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

Parent	Grandparent	Stepfather
Child	Grandchild	Stepmother
Brother	Father-in-law	Stepson
Sister	Mother-in-law	Stepdaughter
Aunt	Son-in-law	Stepbrother
Uncle	Daughter-in-law	Stepsister
Niece	Brother-in-law	Half-brother
Nephew	Sister-in-law	Half-sister

**"Person"** means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

ECONOMIC DISCLOSURE STATEMENT

**SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM**

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person\* doing business\* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships\* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Robert G. Petrie III Title: President  
Business Entity Name: Origami Risk, LLC Phone: (847) 786 - 2060  
Business Entity Address: 444 N. Orleans, Suite 100, Chicago, IL 60654

\_\_\_\_\_ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____		
2. _____		
3. _____		
4. _____		
5. _____		

If more space is needed, attach an additional sheet following the above format.

There is no familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

12/15 \_\_\_\_\_ 8-11-2014  
Owner/Employee's Signature Date

Subscribe and sworn before me this 11 day of August, 2014

a Notary Public in and for Deer County  
Jared J. Gordon

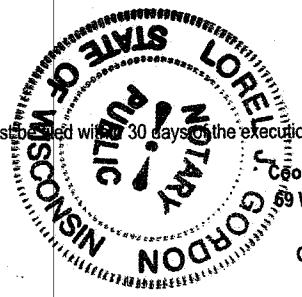
(Signature)

NOTARY PUBLIC

My Commission expires 12-18-2016

SEAL

Completed forms must be filed with \_\_\_\_\_ 30 days of the execution of any contract or lease with Cook County and should be mailed to:



Cook County Board of Ethics  
69 West Washington Street,  
Suite 3040  
Chicago, Illinois 60602

SECTION 4

CONTRACT AND EDS EXECUTION PAGE

PLEASE EXECUTE THREE ORIGINALS

The Applicant hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

_____ President's Name	_____ President's Signature
_____ Telephone	_____ Email
_____ Secretary Signature	_____ Date

Execution by LLC

_____ Member/Manager (Signature)*	_____ Date
_____ Telephone	_____ Email

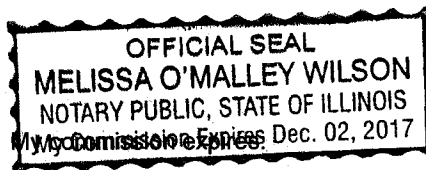
Execution by Partnership/Joint Venture

_____ Partner/Joint Venturer (Signature)*	_____ Date
_____ Telephone	_____ Email

Execution by Sole Proprietorship

_____ Signature	_____ Date
_____ Telephone	_____ Email

Subscribed and sworn to before me this 14<sup>th</sup> day of August, 2015  
 \_\_\_\_\_  
 Notary Public Signature



\_\_\_\_\_  
Notary Seal

If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 5  
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

*John E. M.*

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 20 DAY OF August, 2015

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1425-13183

OR

• ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 338,700.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY  
(Required on contracts over \$1,000,000.00)

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JUL 29 2015